



Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

February 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACTS FOR LANDSCAPE MAINTENANCE AND TREE SERVICE IN
MARINA DEL REY
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended actions are categorically exempt under the California Environmental Quality Act pursuant to Class 1(j) and 4(c) of the County's Revised Environmental Document reporting procedures and guidelines.
2. Find that landscape maintenance services for public grounds in Marina del Rey can be performed more economically by TruGreen Landcare (TruGreen) than by County employees.
3. Approve award of a three-year contract, plus two optional one-year extension periods, with TruGreen for landscape maintenance services on the public grounds in Marina del Rey for an annual cost not to exceed \$237,600, and instruct the Chair to sign the contract.
4. Find that tree service for public grounds in Marina del Rey can be performed more economically by TruGreen than by County employees.
5. Approve award of a three-year contract, plus two optional one-year extension periods, with TruGreen for tree services on the public grounds in Marina del Rey for an annual cost not to exceed \$92,340, and instruct the Chair to sign the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the two contracts with TruGreen will enable the Department to continue to maintain landscaping and trees on the public grounds in Marina del Rey at the present level of service. Good maintenance ensures visitors' enjoyment of parks, street medians and other public areas and effectively sets a standard for upkeep of the privately maintained and operated leaseholds in Marina del Rey that generate approximately \$30 million in annual County revenue.

Landscape maintenance and tree care services were formerly performed by County employees but have been contracted out since 1984. TruGreen is the current contractor for both of these services. Approval of these contracts will enable the Department to continue using the services of private contractors.

Implementation of Strategic Plan Goals

The landscape maintenance and tree services provided by TruGreen will promote and further the Board-approved Strategic Plan Goals of "Service Excellence," meeting the Departmental objective to facilitate enhanced use of County facilities, and "Fiscal Responsibility," strengthening the County's fiscal capacity by contracting for these services at a reduced cost rather than utilizing County employees.

FISCAL IMPACT/FINANCING

The annual savings from using the contractor's services rather than County staff is estimated at approximately \$87,793 for landscape maintenance and \$82,994 for tree service, respectively, as detailed in Attachments 1 and 2. The maximum annual compensation to be paid the contractor is \$237,600 for landscape maintenance and \$92,340 for tree service. To compensate the contractor if the need for additional services arises, the Director may by written notice to the contractor increase the maximum annual compensation by up to 20 percent (\$47,520 for landscape maintenance and \$18,468 for tree service) in any contract year or optional extension period. The contract allows no increase in the contractor's rate of compensation.

The cost of these contracts are included in the Department's 2004-2005 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of two contracts to TruGreen, which were solicited concurrently: (1) landscape maintenance of public grounds in Marina del Rey; and (2) tree service on public grounds in Marina del Rey. In each case, TruGreen was determined to be the most responsible, responsive proposer. In addition, TruGreen's proposed compensation for each contract was the lowest of any proposer.

The contract terms are both three years, with two one-year extension options that may be exercised at the discretion of the Director. The contract services will commence on March 7, 2005, or the date of approval by your Board, if later.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from award of the contracts, as the work is presently contracted out. In addition, the contract awards fully comply with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- Award of the landscape maintenance contract is cost-effective. It will save the County approximately \$87,793 annually (see Attachment 1).
- Award of the tree service contract is cost-effective. It will save the County approximately \$82,994 annually (see Attachment 2).
- In neither case, will the County's ability to respond to emergencies be impaired.
- No confidential information is involved in the performance of either contract. Award of the contracts will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contracts will not infringe upon the proper role of the County in its relationship to its citizens.

The contracts also contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

The contracts have been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

CONTRACTING PROCESS

These Proposition A contract solicitations were advertised in the Argonaut, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunities were also advertised on the County's Bid web page (Attachment 3A and 3B), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 38 landscape vendors and 37 tree service vendors. (Attachments 4A and 4B).

Three firms submitted proposals for landscape maintenance and two firms submitted proposals for tree service. All five met the Request for Proposals' minimum requirements and were evaluated by a three-person evaluation panel, composed of two staff members from the Department's Facilities and Property Maintenance Division and a staff member from the Department of Parks and Recreation. The proposals for both contracts were evaluated on: (1) annual price, 40 percent; (2) approach to contract requirements, 25 percent; (3) experience and organizational resources, 25 percent; and (4) references, 10 percent.

Of the three landscape maintenance proposals, TruGreen was rated the most responsible and was also the lowest bid. Of the two tree service proposals, TruGreen was determined to be the most responsible and was also the lowest bid.

Attachments 5A and 5B detail the minority and gender composition of the qualifying firms. However, on final consideration of award, TruGreen was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

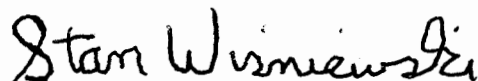
These contracts will continue the landscaping maintenance and tree services currently being provided to the Department.

The Honorable Board of Supervisors
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CONCLUSION

Instruct the Executive Officer to send two executed copies of each contract to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stan Wisniewski". The signature is fluid and cursive, with the first name "Stan" and last name "Wisniewski" clearly distinguishable.

Stan Wisniewski, Director

SW:hh

Attachments (7)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Director, Office of Affirmative Action Compliance

**Department of Beaches and Harbors
Landscape Maintenance Service Contract
Estimated Net Savings From Contracting**

County Cost Analysis			
Cost Items	Grounds Maintenance Worker I 0352A	Grounds Maintenance Worker II 0354A	Totals
Top Step Salaries (monthly) ¹	\$ 2,560.64	\$ 2,864.00	
Required Service Level - actual avoidable positions ²	5	2	7
Annual Salary Cost	\$153,638.40	\$ 68,736.00	\$ 222,374.40
Adjustment for top step salaries variance at 93.5810% ³	\$ (9,862.05)	\$ (4,412.16)	\$ (14,274.21)
Estimated actual avoidable salaries	\$143,776.35	\$ 64,323.84	\$ 208,100.19
Add: Related employee benefits at 45.984% ³	\$ 66,114.12	\$ 29,578.67	\$ 95,692.79
Estimated actual avoidable annual direct labor cost ⁴	\$209,890.47	\$ 93,902.51	\$ 303,792.98
Supplies ⁵			\$ 21,600.00
Estimated Actual Avoidable			\$ 325,392.98
Contract Cost			\$(237,600.00)
Net Savings from Contracting			\$ 87,792.98

(1) Salaries in effect as of January 2005.

(2) The County avoidable positions are determined based on the 12,480 hours required by the selected proposer divided by the annual productive work hours of 1,767. The 12,480 hours required by the selected contractor include 9,360 hours for Landscape Maintenance Workers and 3,120 hours for Landscape Maintenance Supervisors/Managers.

(3) Provided by the Auditor-Controller.

(4) No departmental indirect costs are avoidable.

(5) Amount based on the supplies cost submitted by the selected proposer.

**Department of Beaches and Harbors
Tree Service Contract
Estimated Net Savings From Contracting**

County Cost Analysis			
Cost Items	Tree Trimmer 0391A	Tree Trimmer Supervisor 0394A	Totals
Top Step Salaries (monthly) ¹	\$ 3,329.76	\$ 3,705.73	
Required Service Level - actual avoidable positions ²	2	1	3
Annual Salary Cost	\$ 79,914.31	\$ 44,468.76	\$124,383.07
Adjustment for top step salaries variance at 93.5810% ³	\$ (5,129.70)	\$ (2,854.45)	\$ (7,984.15)
Estimated actual avoidable salaries	\$ 74,784.61	\$ 41,614.31	\$116,398.92
Add: Related employee benefits at 45.984% ³	\$ 34,388.96	\$ 19,135.92	\$ 53,524.88
Estimated actual avoidable annual direct labor cost ⁴	\$ 109,173.57	\$ 60,750.23	\$169,923.80
Supplies ⁵			\$ 1,785.00
Biologist Services ⁶			\$ 3,625.60
Estimated Actual Avoidable Cost			\$175,334.40
Contract Cost			\$ (92,340.00)
Net Savings from Contracting			\$ 82,994.40

(1) Salaries in effect as of January 2005.

(2) The County avoidable positions are determined based on the 4,096 hours required by the selected proposer divided by the annual productive work hours of 1,767. The 4,096 hours required by the selected proposer include 3,072 hours for Tree Service Workers and 1,024 hours for Tree Service Supervisor/Manager.

(3) Provided by the Auditor-Controller.

(4) No departmental indirect costs are avoidable.

(5) Amount based on the supplies cost submitted by the selected proposer.

(6) The cost for Biologist Services is based on the 32 hours required by the selected proposer at the Public Works billing rate for Biologist Services of \$113.30 per hour.

Bid Detail Information

Bid Number : DBH-11

Bid Title : Landscape Maintenance

Bid Type : Service

Department : Beaches and Harbors

Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Open Date : 10/13/2004

Closing Date : 11/18/2004 5:00 PM

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced firm to perform landscape maintenance on public grounds in Marina del Rey.

A Mandatory Proposers' Conference will be held at 10:00 a.m. on Thursday, October 28, 2004 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey.

The deadline for submitting proposals will be 5:00 p.m., November 18, 2004.

An RFP may be downloaded from this website or obtained by contacting Harold Harris at the phone number or email address below.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5736

Contact Email : haroldh@dbh.co.la.ca.us

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Bid Detail Information

Bid Number : DBH-12

Bid Title : Tree Service

Bid Type : Service

Department : Beaches and Harbors

Commodity : TREE TRIMMING AND PRUNING SERVICES

Open Date : 10/13/2004

Closing Date : 11/18/2004 5:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced firm to maintain trees on public grounds in Marina del Rey.

A Mandatory Proposers' Conference will be held at 10:00 a.m. on Thursday, October 28, 2004 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey.

The deadline for submitting proposals will be 5:00 p.m., November 18, 2004.

An RFP may be downloaded from this website or obtained by contacting Harold Harris at the phone number or email address below.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5736

Contact Email : haroldh@dbh.co.la.ca.us

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LANDSCAPE VENDORS

Attachment 4A

ACCENT LANDSCAPE INC
PO BOX 3550
GARDENA CA 90247

AZTECA LANDSCAPE
1910 S ARCHIBALD AVE
STE N
ONTARIO CA 91761

BB LANDSCAPE
406 W PALM DR
COVINA CA 91723-1811

CALIF CONSERVATION CORP
11401 S BLOOMFIELD AVE
BOX 9
NORWALK CA 90650

CALIFORNIA CORE
211 FURNESS AVE
LOS ANGELES CA 90042

CAM SERVICES
5664 SELMARINE DR
CULVER CITY CA 90230

CREATIVE CONCEPTS
LANDSCAPE MANAGEMENT
4118 LA CRESCENTA AVE
LA CRESCENTA CA 91214

CUT N EDGE INC
PO BOX 4457
VALLEY VILLAGE CA 91617

DIVERSIFIED MAINTENANCE
SERVICE INC
145 PASADENA AVE
SO PASADENA CA 91030

FAR EAST LANDSCAPE
PO BOX 950351
MISSION HILLS CA 91395

FOUR STAR LANDSCAPE
MAINTENANCE
1559 W WILLOW ST
LONG BEACH CA 90810

GENERAL MAINTENANCE
PO BOX 191304
LOS ANGELES CA 90019

GOLDEN COAST LANDSCAPE
9359 URBANA AVE
ARLETA CA 91331

GRANDVIEW TREE SURGERY
819 S MAGNOLIA
STE D
MONROVIA CA 91016

GREEN TECH
11830 MAPLE ST
WHITTIER CA 90601

GROUNDWORKS LANDSCAPE
PO BOX 399
GARDENA CA 90248

L BARRIOS & ASSOCIATES
302 E FOOTHILL BL
STE 101
SAN DIMAS CA 91773-1204

MARIPOSA HORTICULTURAL
ENTERPRISES INC
15529 ARROW HWY
IRVINDALE CA 91706-2002

MARTINEZ LANDSCAPING CO
14862 RYAN ST
SYLMAR CA 91342

MERCHANTS LANDSCAPE
SERVICES
1190 MONTEREY PASS RD
MONTEREY PARK CA 91754

MONTEVERDE LANDSCAPE
2318 S RAMONA DR
SANTA ANA CA 92707-3349

MOSS AMERICA COMPANIES
PO BOX 5795
BEVERLY HILLS CA 90209

NEW GENERATION
LANDSCAPE COMPANY
16042 BASSETT ST
VAN NUYS CA 91406

OROZCO LANDSCAPE & TREE
11194 PIPELINE AVE
POMONA CA 91766

PAN AMERICAN
LANDSCAPING
4570 VAN NUYS BL NO 284
SHERMAN OAKS CA 91403

PLANT TERRA LANDSCAPE
13913 LA CASCADA CT
BAKERSFIELD CA 93314

RANCHO CALIFORNIA
LANDSCAPING
13801 S WESTERN AVE
GARDENA CA 90249

S C YAMAMOTO INC
2001 EMERY AVE
LA HABRA CA 90631-5777

SIERRA WEST LANDSCAPE
PO BOX 787
POMONA CA 91769

STEVENS TREE EXPERTS
2570 E WALNUT ST
STE A
PASADENA CA 91107

SYSTEMS MANAGEMENT INC
1635 N LAKE AVE
PASADENA CA 91104

TRUGREEN LANDCARE
1367 W 9TH ST
UPLAND CA 91786

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

UNITED PACIFIC SERVICES
1740 NORTH HILLS DR
LA HABRA CA 90631

VAN GOGH LANDSCAPING
11684 VENTURA BL
STE 818
STUDIO CITY CA 91604

VILLA ESPERANZA SERVICES
2116 E VILLA ST
PASADENA CA 91103

WOODS MAINTENANCE
SERVICES INS
7260 ATOLL AVE
NO HOLLYWOOD CA 91605

WURZEL LANDSCAPE
3214 OAKDELL RD
STUDIO CITY CA 91604-4221

TREE VENDORS

Attachment 4B

ACCENT LANDSCAPE INC
PO BOX 3550
GARDENA CA 90247

ARTISTIC TOUCH LANDSCAPE
MANAGEMENT
705 N GARDENS AVE
COVINA CA 91724

ASIAN PACIFIC ALLIANCE
9847 STEAMBOAT DR
MONTCLAIR CA 91763

AZTECA LANDSCAPE
1910 S ARCHIBALD AVE
STE N
ONTARIO CA 91761

BEST MAINT CO DBA
AFRICAN DEV RESOURCES I
PO BOX 592
SAN GABRIEL CA 91778-5092

CALIFORNIA ARBOR CARE
517 N MOUNTAIN AVE NO 147
UPLAND CA 91786

CALIF CONSERVATION CORP
11401 S BLOOMFIELD AVE
BOX 9
NORWALK CA 90650

CALIF WESTERN ARBORISTS
PO BOX 111
COMPTON CA 90223

CAM SERVICES
5664 SELMARAINA DR
CULVER CITY CA 90230

CAPUANO TREE SERVICE
911 E HARVARD RD
BURBANK CA 91501

CREATIVE CONCEPTS
LANDSCAPE MANAGEMENT
4118 LA CRESCENTA AVE
LA CRESCENTA CA 91214

DAWSON'S TREE SERVICE
2726 W TICHENOR ST
COMPTON CA 90220

ENVIRONMENTAL TREE CARE
PO BOX 6395
MALIBU CA 90265

FAR EAST LANDSCAPE
PO BOX 950351
MISSION HILLS CA 91395

GRANDVIEW TREE SURGERY
819 S MAGNOLIA
STE D
MONROVIA CA 91016

GREEN TECH
11830 MAPLE ST
WHITTIER CA 90601

L BARRIOS & ASSOCIATES
302 E FOOTHILL BL
STE 101
SAN DIMAS CA 91773-1204

MARIPOSA HORTICULTURAL
ENTERPRISES INC
15529 ARROW HWY
IRWINDALE CA 91706-2002

MERCHANTS LANDSCAPE
SERVICES
1190 MONTEREY PASS RD
MONTEREY PARK CA 91754

OROZCO LANDSCAPE & TREE
11194 PIPELINE AVE
POMONA CA 91766

PAN AMERICAN
LANDSCAPING
4570 VAN NUYS BL NO 284
SHERMAN OAKS CA 91403

PLANT TERRA LANDSCAPE
13913 LA CASCADA CT
BAKERSFIELD CA 93314

ROBERT LEE LANDSCAPE
9817 N SANTA GERTRUDES
WHITTIER CA 90603

SHADES OF GREEN
662 REDBURN AVE
LA PUENTE CA 91746

STEVENS TREE EXPERTS
2570 E WALNUT ST
STE A
PASADENA CA 91107

STEWART & STEWART
808 W 52ND ST
LOS ANGELES CA 90037

STONEWOOD TREE SERVICE
215 S GRAND AVE
WEST COVINA CA 91791

THRIFTY TREE SERVICE
18625 TOPHAM ST
RESEDA CA 91335

TOM DAY TREE SERVICE
PO BOX 1100
POMONA CA 91769-1100

TREE KING SERVICE INC
3053 ROSSLYN ST
LOS ANGELES CA 90065

TRIMMING LAND CO INC
8006 RAMSGATE AVE
LOS ANGELES CA 90045

TRUGREEN LANDCARE
1367 W 9TH ST
UPLAND CA 91786

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

UNITED PACIFIC SERVICES
1740 NORTH HILLS DR
LA HABRA CA 90631

VAN GOGH LANDSCAPING
11684 VENTURA BL
STE 818
STUDIO CITY CA 91604

WILLIAMS TREE SERVICE
8695 VIA SANTA CRUZ
WHITTIER CA 90605

WOODS MAINTENANCE
SERVICES INS
7260 ATOLL AVE
NO HOLLYWOOD CA 91605

**LANDSCAPE MAINTENANCE PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 5A

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
TruGreen Landcare * Certifications: None Claimed	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander			14	1	242	3	260		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White			1	1			2		
	TOTALS	0	0	15	2	242	3	262	0	0
Mariposa Horticultural Enterprises: Certifications: LA City	Black/African American							0		
	Hispanic/Latino	1		7		360	3	371	100	
	Asian or Pacific Islander			1	1			2		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White			10		6		16		
	TOTALS	1	0	18	1	366	3	389	100	0
Green Tech Landscape Mgmt. Certifications: None Claimed	Black/African American							0		
	Hispanic/Latino	1		2		7		10	100	
	Asian or Pacific Islander							0		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White							0		
	TOTALS	1	0	2	0	7	0	10	100	0
* TruGreen is a publicly owned company.										

**TREE SERVICE PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 5B

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
TruGreen Landcare * Certifications: None Claimed	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander			14	1	242	3	260		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White			1	1			2		
	TOTALS	0	0	15	2	242	3	262	0	0
Thrifty Tree Service Certifications: None Claimed	Black/African American									
	Hispanic/Latino					12				
	Asian or Pacific Islander									
	Amer. Indian/Alaska Native									
	Filipino American									
	White	1			1		2		100	
	TOTALS	1	0	0	1	12	2	16	100	0
*TruGreen is a publicly owned company.										

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and TruGreen Landcare (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the landscape maintenance service work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9 and P-10 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of March 7, 2005 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Map of Facilities), Exhibit 2 (Schedule of Landscape Maintenance Duties), Exhibit 3 (Performance Requirements Summary Chart), Exhibit 4 (Contract Discrepancy Report), Exhibit 5 (Emergency Contact List), Exhibit 6 (Living Wage Statement of Compliance), Exhibit 7 (Living Wage Monthly Certification for Applicable Health Benefit Payments), Exhibit 8 (Notice to Employees), Exhibit 9 (Notice to All Employees poster), Exhibit 10 (Living Wage Program), Exhibit 11 (Safely Surrendered Baby Law), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of

which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Exhibit 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the Case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF RFP

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors,

which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief of the Facilities and Property Maintenance Division of the Department or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contractor's Representative. The person designated by the Contractor to represent the Contractor in matters related to the performance of the Contract.

Contract Year. The twelve-month period commencing on the effective date of the Contract by the Board of Supervisors and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Deputy Director. The Deputy Director of the Department.

Director. The Director of the Department.

Living Wage Program. Los Angeles County Code Chapter 2.201.

Offer to Perform and Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued October 13, 2004.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or

materials to the Contractor, at any tier, under written agreement. Subcontractors engaged to perform any part of the Contract work must be approved by the Director in accordance with Section 3.23.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of March 7, 2005 or the date of approval of the Contract by the Board of Supervisors, whichever is later and end on March 6, 2008.

1.3.2 Two One-Year Extension Options. The Director may offer to extend the Contract term for up to two consecutive optional Contract Years. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract year. The Contractor may decline to accept any such offer to an extension. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration of the Contract term or optional Contract year, or 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Duty of Cooperation Upon Expiration or Termination of Contract. Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor shall cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted landscape services.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Maximum Annual Compensation for Specified Work. The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in

each Contract year of the Contract term. No additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the maximum annual compensation by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Contract Payment. The Contractor shall be paid at the annual rate quoted on Form P-1 in equal monthly installments, subject to Section 3.1.

1.4.4 Additional Work. The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 3.1 and 1.4.1. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

1.4.5 Gratuitous Work. Work performed outside the scope of this Contract without amendment thereto shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against County for such work.

1.4.6 Increase or Decrease in Service Area. Should the facilities to be maintained (Section 2.4.1) be modified in accordance with Section 2.4.2, The Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs.

1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other

termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

1.4.8 Contractor's Invoice Procedures.

1.4.8.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number and other information necessary to calculate the payment for the work.

1.4.8.2 The monthly invoice shall show the amount due and payable, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation.

1.4.8.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

PART TWO – STATEMENT OF WORK

2.1 GENERAL WORK REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and Pricing Method (Form P-1) and other representations submitted with Contractor's Proposal.

2.1.2 Contractor Expenses. Except as provided in Section 2.6, the Contractor shall, at its own expense provide all labor, equipment, maintenance, material, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain an address within the County at which the Contractor's Representative may be contacted personally and by mail. The Contractor shall list its firm name in the telephone directories of Los Angeles, Marina del Rey and Redondo Beach. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract Work. When the office is closed, the Contractor shall provide an answering service, voicemail or telephone message machine to receive calls.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times. Calls from County staff shall be returned within one-half hour. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

2.1.5 Acceptance of Facilities. The Contractor acknowledges personal inspection of the public grounds, landscaping and storage facilities; accepts their present physical condition; and agrees to make no demands

upon the County for their improvement or alteration.

2.1.6 No Vehicle Access on Bike Paths. Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

2.2 COUNTY CONTRACT ADMINISTRATOR (CA)

2.2.1 CA's Authority. The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract. The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.2.2 CA's Responsibility for Directing and Approving Contractor's Work. The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements. The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.3 CONTRACTOR'S STAFF

2.3.1 General Personal Requirements.

2.3.1.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.3.1.2 The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at

all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

2.3.1.3 All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from assignment to the Contract work. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from County facilities.

2.3.1.4 The Contractor shall obtain approval of the CA before replacing the Contractor's Representative (CR) or the supervisor. Such approval shall not be unreasonably withheld.

2.3.1.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

2.3.1.6 The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

2.3.1.7 The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

2.3.2 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the Contract and who shall have full authority to act for the Contractor in all matters related to the performance of the Contract. The CR shall be available to the County Contract Administrator (CA) on reasonable telephone notice each day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA in scheduling and attending periodic performance evaluation meetings. The Contractor may designate himself or herself as the Contractor's Representative.

2.3.3 Supervisor. The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by the Contract. The CR may act as the Supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

2.3.4 Crew. Contractor shall provide the services of sufficient staff to perform the Contract in accordance with this Part 2 and each term and condition of the Contract.

2.4 SERVICES TO BE PROVIDED.

2.4.1 Areas to be Maintained. The Contract work shall be performed on the areas that are owned and controlled by the County within the following parcels and roads in the Marina del Rey Small Craft Harbor: parcels 150, 50T, 51U, 55, 40T, UR, 49M, 49R, 49S, 83S, Z, GG, XT, EE, W, and 62, all of which are east of the Main Channel, as shown on Exhibit 1; parcels OT, P, Q, RR, and SS, all of which are north of the Main Channel, as shown on Exhibit 1; parcels N, 91S, IR, LLS, JS, HS, GR, FF, K-6, DS, 3S, BR, and A, all of which are west of the Main Channel, as shown on Exhibit 1; and Fiji Way, Mindanao Way, Bali Way, Admiralty Way, Palawan Way, Panay Way, Marquesas Way, Tahiti Way, and Via Marina, all of which are shown on Exhibit 1.

2.4.2 Scheduled Services. The Contractor's shall include, but are not limited to, the tasks listed in Exhibit 2, ("Schedule of landscape Maintenance Duties"). The services shall be performed at the times shown in Exhibit 2.

2.4.3 County may Add, Delete or Modify Facilities or Modify Scope of Scheduled Services.

2.4.3.1 The County reserves the right to add facilities to, or remove facilities from, the list of facilities identified in Section 2.4.1 in accordance with the County's needs. Such amendments and modifications may be made by the Director.

2.4.3.2 The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and

shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.4.3.3 The Contractor shall be given reasonable written notice by the CA that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

2.4.3.4 In the event of such addition of facilities, deletion of facilities, or other material modification of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.6.

2.4.4 Additional Work. Work not required by the Contract may be authorized only by the Director. Special tree service work which is not required by the Contract and which is authorized by the Director shall be paid at the hourly rate provided on Form P-1.

2.4.5 Contractor to Avoid Obstruction and Noise. The Contractor shall use its best efforts to avoid causing any unnecessary obstruction and inconvenience to traffic or noise in the performance of the Contract work.

2.4.6 Restriction on Blowers and Power Equipment. The Contractor shall observe reasonable limits set by the CA on the time and place of operation of leaf blowers and other power equipment.

2.4.7 Other Duties. The Contractor shall perform other duties within the scope of the Contract as required by the Director.

2.5 LOGS AND REPORTS

2.5.1 Contractor to Furnish Employee Driving Records. On the commencement of the Contract term and every six months thereafter over the remaining Contract term, the Contractor shall furnish the CA with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

2.5.2 Daily Maintenance Log. The Contractor shall maintain daily maintenance logs in a form acceptable to the CA that shall be made available to the CA on request. Such logs

shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The location and nature of all reports made pursuant to Sections 2.5.5 and 2.5.6;
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure; and
- The names and times in and out of all Subcontractors.

2.5.3 Contractor to Make Monthly Work Report. The Contractor shall submit with each invoice a work report describing for each day worked all ongoing maintenance tasks, seasonal tasks, additional work and damage repairs performed.

2.5.4 Contractor to Make Monthly Fertilizer, Seed and Chemical Report. The Contractor shall submit with each invoice a Fertilizer, Seed and Chemical Report. The report shall list the fertilizer, seed and chemicals used during the month, reporting and enclosing for the material used:

- Quantity and complete description of all commercial and organic fertilizer(s).
- Quantity and label description of all grass seed.
- Quantity and complete description of all soil amendments.
- Copies of the recommendations and corresponding pesticide use report signed by a licensed California Pest Control Advisor for all chemical disease and pest control work performed.
- Copy of the permit issued by the Agricultural Commissioner which allows the application of chemicals.

2.5.5 Complaint Log. The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude, and

work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

2.5.6 Reporting Injury, Theft, Damage, or Vandalism. Immediately upon discovery by the Contractor's staff, the CR shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

2.5.7 Reporting Emergency Repairs. The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, broken water pipes or exposed electrical wires. After-hours notification shall be made to the Marina Maintenance Supervisor, tel. (310) 345-4205 or pager (800) 225-0256, ext. 668673.

2.5.8 Living Wage Program Compliance. Contractor shall provide the reports required by Section 3.32 as directed by the CA.

2.6 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY.

2.6.1 Storage. County is not required to furnish storage for the Contractor's equipment or supplies.

2.6.2 Keys and Gate Cards.

2.6.2.1 The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities requiring landscaping services. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

2.6.2.2 The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

2.6.2.3 The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

2.7 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR.

2.7.1 Contractor to Furnish Supplies and Equipment. Except for the items furnished by the County pursuant to Section 2.6, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

2.7.2 Uniforms. The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all of the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

2.7.3 Photo I.D. The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

2.7.4 Vehicles. The Contractor shall provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work shall be registered to the Contractor. All such vehicles shall be maintained in good and safe condition and shall be subject to the CA's approval, which shall not be unreasonably withheld. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. The Contractor shall not allow unlicensed employees to drive motor vehicles.

2.8 QUALITY ASSURANCE.

2.8.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.8, and acknowledges that

the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.8.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe and continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

2.8.3 Contractor's Quality Control Plan. The Contractor shall comply with the quality control plan set forth in Form P-3. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director.

2.8.4 County's Quality Assurance Plan.

2.8.4.1 The methods and standards by which the Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary Chart Exhibit 3).

2.8.4.2 Contractor's compliance with the Performance Requirements identified in Exhibit 3 shall be evaluated annually as provided in Section 2.8.2.

2.8.4.3 The Contractor agrees to and accepts the provisions of the Performance Requirements Summary Chart, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.8.4.4 Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Deficiency Report (DR) to the Contractor in any instance of failure to comply with the Performance requirements or other

unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.8.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what causes the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner described in Section 2.8.5 or proceed with Contract termination as provided in Section 3.16.

2.8.5 Liquidated Damages.

2.8.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 3, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 3 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damages to its property or indemnity against third-party claims.

2.8.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in the performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in

accordance with the terms and conditions of the Contract at the Proposal prices;

- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 3 will have resulted in a loss of its savings in the cost of the work to be performed; and
- The liquidated sums specified in Exhibit 3 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

2.9 DAMAGE TO COUNTY PROPERTY.

2.9.1 Contractor Caused Damage. County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the CA.

2.9.2 Damage by Weather and Third Parties. Damage to the landscaping that is caused by either an abnormal atmospheric event, such as by way of example and not limitation, a strong wind, heavy rain, extreme temperature, or an act of a third party shall be repaired by the Contractor to the satisfaction of the CA and without cost to the County, except in those instances where the cost of repair exceeds one thousand dollars.

2.9.3 Repairs Exceeding \$1,000. In those instances where the cost of repair of the landscaping exceeds one thousand dollars and the damage was not caused by the Contractor's employees, the Contractor shall have the right

but not the obligation to submit to the Director a written cost estimate for repair of the damage. If the estimate is approved by the Director, performance of the repair of the damage by the Contractor shall be regarded as additional work and paid by the County in accordance with Section 1.4.3, less the amount of one thousand dollars for repair of damage to the landscaping.

2.10 HOURS OF WORK.

2.10.1 Basic Schedule. Except as otherwise provided with respect to watering and the application of chemicals, the Contract work shall be performed seven days per week, including Holidays, between the hours of 6:00 a.m. and 3:00 p.m.

2.10.2 Watering Hours. Grounds and landscape watering within street medians, parking lots, parks, and other such areas as are specified by the CA from time to time shall be conducted only between the hours of 2:30 a.m. and 6:00 a.m. on weekdays only.

2.11 REQUIRED PEST CONTROL LICENSES AND REGISTRATION.

2.11.1 State Licenses. The Contractor or its employees shall have the following valid licenses issued by the State of California, and shall display them or provide copies as the CA requests:

- C-27 Landscape Contractor License;
- Agricultural Pest Control Advisor License with categories D and E certification;
- Qualified Applicator's License with category B or higher certification.

2.11.2 Registration. The Contractor shall be registered with the Los Angeles County Agricultural Commission.

2.11.3 Business License. Contractor shall have a valid California Pest Control Business License.

2.12 USE OF CHEMICALS.

2.12.1 Employees Using Chemicals to be Licensed. All Contract work involving the use of chemicals shall be performed in compliance with all federal, state and local laws and will be

performed by a Qualified Applicator under the direction of a licensed Pest Control Advisor (PCA).

2.12.2 CA to Approve Use of Chemicals. A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet shall be submitted to the CA two weeks prior to application. No work shall begin until written approval of use is obtained from the CA. Use or application of chemicals includes:

- Fertilization.
- Turf renovation or reseeding.
- Use of pesticides and herbicides.
- Micro-nutrients and soil amendments.
- Spraying of trees, shrubs or turf.
- Other items as determined by the Director.

2.12.3 Contractor to Record Chemical Use. Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with monthly billing as provided in Section 2.5.4. A copy of the PCA's recommendation for each application (site specific) shall be provided to the CA and applicator prior to each application. This requirement shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

2.12.4 Contractor to Furnish Permit for Chemicals. Prior to application, all chemicals used must be approved and registered with the County Agricultural Commissioner and a permit obtained for their application. The CA shall be given a copy of each permit obtained.

2.12.5 Contractor to Observe Chemical Regulations. The Contractor shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

2.12.6 Time to Use Chemicals. Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only

on days when winds will not carry the material being applied beyond the boundaries of the area being treated.

2.12.7 No Chemicals in County Storage. The Contractor shall not store chemicals in the storage areas that are furnished by the County.

2.12.8 Material Safety Data Sheets (MSDS). Contractor shall maintain on-site MSDS Reports and shall provide the CA with copies before any chemical application is performed.

2.13 DEPARTMENTAL MARKETING AND ADVERTISING PROGRAM.

2.13.1 Contractor to Cooperate in Advertising Programs. The Contractor agrees to cooperate in any advertising program approved by the Director requiring the display of a logo, slogan, or advertisement on the equipment, uniforms and structures within the public grounds, landscaping and park restrooms.

2.13.2 No Advertising by Contractor Without Approval. The Contractor shall not place any other advertising on the uniforms, equipment or structures without the prior written approval of the Director.

2.13.3 County May Advertise on Contractor's Uniforms and Equipment. The County reserves the right at its own cost to advertise the goods and services of its Departmental sponsors on the equipment and uniforms.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS.

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the county may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such

required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Agreement by either:

- (1) Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or
- (2) Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:
\$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits as required by the Labor Code of the State of California or by any other state, for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION.

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds

appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver or a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to

comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be subject to termination. If the Contract is terminated, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall not be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from

causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law, or under the

Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall

include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the expressed written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms

and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the

Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will

refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

3.32.2.2 For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means

any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

3.32.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports

shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.32.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.32.6 Notifications to Employees. Contractor shall place County-provided living

wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

3.32.7 Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole

discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per

day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) **Termination.** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.8 Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

3.32.10 Contractor Retaliation Prohibited. Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.11 Contractor Standards. During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations

and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, the Contractor shall use recycled-content paper to

the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions

of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT.

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

TruGreen Landcare L.L.C., a California
General Partnership

By David J. Brown

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors

By _____
Deputy

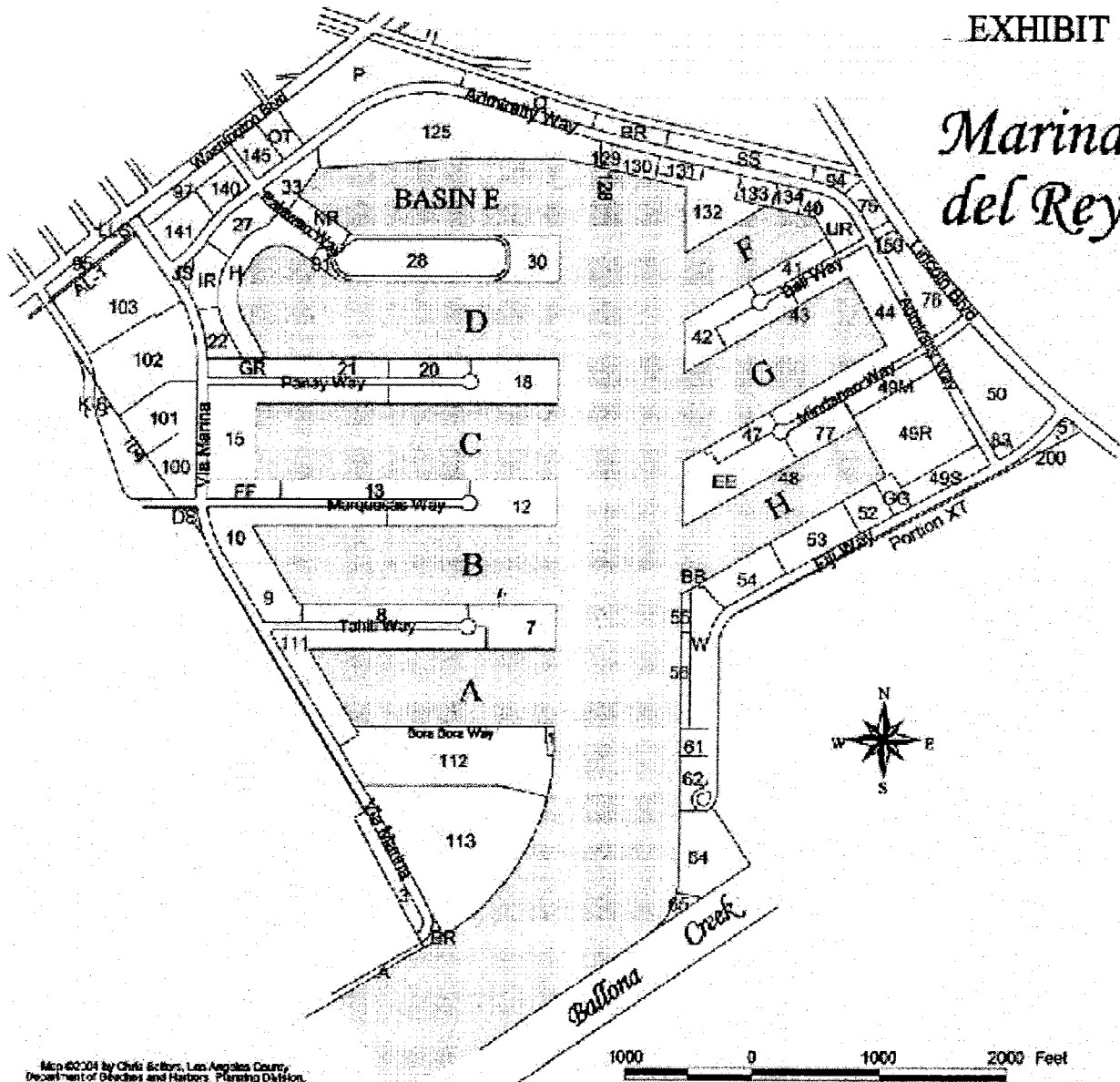
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

EXHIBIT 1

Marina del Rey



Map 60204 by Chris Schott, Los Angeles County
Department of Beaches and Harbors, Planning Division

EXHIBIT 2

SCHEDULE OF LANDSCAPE MAINTENANCE DUTIES

- | | |
|--|--|
| <p>1 MOWING – Operation - Frequency</p> <p>1.1 Mowing operations shall be performed completely once a week, 52 times per year.</p> <p>1.2 Mowing operations shall be scheduled with the CA's approval Monday through Friday.</p> <p>1.3 Mowing operations shall be performed to ensure a smooth surface appearance without scalping or allowing excessive cuttings to remain.</p> <p>1.4 Turf shall be mowed with a reel-type (gang) mower equipped with rollers or a rotary type mower.</p> <p>1.5 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.</p> <p>1.6 Walkways shall be cleaned immediately following each mowing.</p> <p>1.7 Mowing height shall be no less than two and one-half (2 ½) inches on Bluegrass, Manhattan rye, Fescue grass and one-half (1/2) inch for Bermuda grass.</p> <p>2 MECHANICAL EDGING - Operation – Frequency</p> <p>2.1 Mechanical edging of turf shall be performed after each mowing 52 times per year.</p> <p>2.2 Grass invasions must be eliminated and turf edges shall be neatly edged, including, but not limited to edges along sidewalks, patios, drives, curbs, shrub beds, flower beds, tree bases and bike path.</p> <p>2.3 Mechanical edging of turf shall be completed as one operation that results in a well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.</p> | <p>2.4 All turf edges shall be trimmed around sprinklers to provide optimum water coverage; valve boxes; meter boxes; backflow devices; and other obstacles.</p> <p>2.5 All ground cover areas, where maintained next to turf areas, shall be kept neatly edged and all grass invasions eliminated.</p> <p>3 CHEMICAL EDGING AND DETAILING - Operation</p> <p>3.1 Chemical edging and detailing will be completed as determined by CA.</p> <p>3.2 Chemical application may be used in and around areas such as parking lots, medians, planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.</p> <p>3.3 Spot treat with a portable sprayer or wick wand using an herbicide approved by the CA and applied pursuant to manufacturer's recommendations. Water shall not be applied to treated areas for 48 hours after each application.</p> <p>3.4 Where trees and shrubs occur in turf areas, all grass growth within 18 inches of the trunks of trees and the dripline of shrubs shall be limited by use of approved chemicals.</p> <p>3.5 Linear chemical edging of turf boundaries shall be performed to ensure a defined turf edge and limit encroachment of the grass into beds or across boundaries where it is impractical to edge mechanically. A 12 inch barrier width shall be considered normal.</p> |
|--|--|

- 3.6 Detailing of sprinkler heads to provide maximum water coverage; valve boxes; meter boxes; and similar obstacles in turf areas shall be performed to ensure operability, ease of location and/or a clean appearance. A six (6) inch clearance shall be considered normal.

4 WEED CONTROL AND REMOVAL - Operation - Frequency

- 4.1 Remove all grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds daily.
- 4.2 Remove all broadleaf weeds from turf areas and weeds and grass from seawalls, walkways, medians, gutters, curbs, roadways, driveways, parking lots, patios and drainage areas. In addition, the exposed rock channel wall at Parcel A as shown on Exhibit 1 shall be kept weed free without chemical eradication at all times.
- 4.3 Methods for removal of weeds, turf encroachment and detailing shall incorporate chemical and/or mechanical means of eradication.
- 4.4 Weeds treated with a contact weed chemical shall be left in place for a minimum of two (2) days. If a kill is not complete, additional application(s) shall be made at no additional cost to the County.
- 4.5 Weeds treated using a systemic chemical shall be left in place pursuant to the manufacturer's recommendation. If a kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be made at no additional cost to the County.
- 4.6 After a complete kill, all dead weeds shall be removed from the area immediately. All such chemical applications and removal shall occur and be completed prior to each month's inspection date:

5 LITTER CONTROL AND REMOVAL - Operation - Frequency

- 5.1 The removal of debris shall be performed daily and completed by 9:00 a.m.

- 5.2 Remove paper, glass, trash, undesirable materials, and other accumulated debris within the grounds to be maintained, such as, by way of example and not limitation, the walkways, patios, sidewalks, planted areas, roadways, planters, drains, fences, catch basins, turf and parking lot areas inaccessible to power equipment.

- 5.3 All debris from Contractor's operations shall be removed immediately following such operations.

6 TRASH CONTAINER MAINTENANCE Operation - Frequency

- 6.1 Trash containers shall be emptied daily before 9:00 a.m. and when they are full.

- 6.2 Trash containers on Parcels EE, SS, RR, A and 49S, as shown on Exhibit 1 shall be emptied daily.

- 6.3 Trash containers and metal frames for holding trash containers shall be cleaned, as required, to avoid concentration of flies or bees.

7 GENERAL CLEAN-UP - Operation - Frequency

- 7.1 Remove all unauthorized posting of signs, notices or advertisements daily.

- 7.2 Remove accumulation of leaves from all areas daily.

- 7.3 Keep neat and clean all gravel and bark covered areas, and weed, rake, sift or replace materials, as determined by the CA.

- 7.4 The Contractor shall observe reasonable limits set by the CA on the time and place of operation of leaf blowers and other power equipment.

8 DRINKING FOUNTAINS - Operation - Frequency

- 8.1 Check the operation of drinking fountains daily.
- 8.2 Clean and keep open all drains daily.
- 8.3 Keep water faucets in operable condition daily.
- 8.4 Maintain proper water pressure at all times.
- 8.5 Clean and disinfect drinking fountain daily.
- 9 FISH CLEANING STATION AND PICNIC SHELTERS – Operation - Frequency**
- 9.1 Maintain sanitary conditions at the fish cleaning station and picnic shelters daily.
- 9.2 Clean all appliances daily.
- 9.3 Keep sink drains and garbage disposals clear of all debris daily.
- 9.4 Steam clean fish cleaning and picnic shelter areas once a month October through April and once a week May through September as requested by CA.
- 9.5 Check and clean floor and ceilings daily.
- 10 RAKING.** Accumulation of leaves shall be removed daily from all landscaped areas including flower beds, planters, medians and turf areas under trees.
- 11 PRUNING AND TRIMMING**
- 11.1 Remove all dead shrubs.
- 11.2 Trim shrubs to maintain topiary work.
- 11.3 Remove all dead and/or broken branches from trees to maintain a 14 foot clearance for branches overhanging the curb line into the paved section of roadways.
- 11.4 Remove all dead and broken branches from shrubs and prune as necessary to maintain a neat and uniform appearance.
- 11.5 Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. Remove all dead, diseased and unsightly branches. Under no circumstances shall hedge shears be used as a means of pruning.
- 11.6 Remove all dead, diseased and unsightly plants. Remove all vines and other growth as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls, curbs and chain link fences, and to remove any runners that start to climb walls, buildings, split railings, chain link fencing and shrubs.
- 12 FLOWER BEDS, PLANTERS AND FLOWER BOXES – Operations**
- 12.1 Flower beds shall include all areas where six (6) or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed perimeters shall be defined as all areas up to ten (10) inches beyond the flower bed edge or the nearest designed edging or boundary. Standards for flower beds shall apply to planters and flower boxes as appropriate.
- 12.2 All flower beds, planters and flower boxes shall be maintained in a clean, crisp and healthy-looking condition.
- 12.3 Designed edges shall be kept clean, sharp, well-defined and free of weeds and grass invasion.
- 12.4 No weed control chemical shall be used in flower beds after they are planted for the season. Appropriate mulches must be used prior to planting annuals.
- 12.5 Flower beds shall be watered regularly and adequately to fit the nature of the plants, the type of soil and the location and exposure of the bed.
- 12.6 Dead or diseased plants are to be removed promptly from all beds and replaced immediately. Broken, damaged or unsightly flowers or plant parts are to

- be removed promptly. Spent display type blooms on plants such as achium and agapanthus are to be removed regularly.
- 12.7 Beds shall be maintained free of weeds and grass, and no individual weed or grass shall remain more than one week.
- 12.8 Where interplanting of a permanent nature exists within the area or bounds of a given flower bed, such interplantings, including bulbs, trees and shrubs shall be protected and compatibly nurtured.
- 12.9 Trash, waste and other unsightly matter shall be removed daily and disposed of properly from all planter beds.
- 12.10 Annual beds are to be planted with color continuously throughout the year. All plant material shall be four (4) inch size. Approval of any substitutions shall be requested in writing from the CA. Accepted species for color are to be maintained with fill-in replacement as needed. Varieties of plant material are to be approved by CA before planting.
- 12.11 Suggested Annual Varieties:
- Ageratum
 - Alyssum
 - Begonia-wax leaf
 - Calendula
 - Gerbera
 - Impatiens
 - Lobelia
 - Marguerite -Yellow only
 - Marigold – Golden Nuggets
 - Pansy
 - Petunias
 - Phlox
 - Poppies – Iceland
 - Trailing Geraniums
 - Zinnia
- 12.12 Prior to planting, all planter beds shall be properly mulched with planter mix approved by the CA.
- 12.13 All annuals shall be planted four (4) inches apart from one another within planter bed with a four (4) inch border from street curbing.
- 12.14 Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways.
- 12.15 All trimmings and debris shall be removed daily and disposed offsite following all operations.
- 12.16 Plants such as rose bushes must be pruned back in late January, and pruned at all other times on request of the CA.
- 12.17 All medians shall be free of barren areas. The Contractor shall replace barren areas with new plants and soil amendments.
- 13 WATERING AND IRRIGATION SYSTEM MAINTENANCE - Operation**
- 13.1 Water requirements by plants vary according to season in a particular year. Therefore, close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade and the location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration.
- 13.2 All landscaped an turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The Contractor shall provide for the delivery of adequate moisture to the landscaped areas including, but not limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 13.3 Adequate soil moisture shall be determined by programming the irrigation system automatic controller to establish frequency and length of watering period based upon a consideration of the soil conditions, humidity, water conservation requirements, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manually operating the irrigation system

- and/or hand-watering with portable sprinklers during periods of windy or inclement weather.
- 13.4 A soil probe shall be used weekly to a depth of eight (8) inches to determine the water penetration by random testing of the root zones.
 - 13.5 Watering shall be regulated to minimize water spray and runoff on roadway, paving or walks.
 - 13.6 In the areas where wind creates problems of spraying water onto private property or roads or walks, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours. Watering shall be conducted in street medians, parking lots, parks, and public areas from 2:30 a.m. to 6:00 a.m., weekdays only.
 - 13.7 The irrigation system shall be controlled to avoid creating any excessively wet or "waterlogged" areas which could interfere with the Contractor's ability to mow all turf. Trees and other plantings within an area of turf shall be protected from over-watering and runoff drowning.
 - 13.8 New turf shall watered immediately after mowing, up through the sixth mowing. All other turf shall not be watered for at least four (4) hours after mowing.
 - 13.9 All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
 - 13.10 The Contractor shall regularly inspect and test all irrigation systems for system operability and repair all component malfunctions other than leaking main and lateral lines.
 - 13.11 The irrigation systems from Palawan Way to Fiji Way and from Palawan Way to Via Marina shall never be turned on at the same time.
 - 13.12 Sprinkler heads and risers shall be maintained in a clean, adjusted and operational state.
 - 13.13 Component malfunctions that cannot be repaired shall be replaced with originally specified equipment of the same size and quality or substitutes approved by the CA prior to installation.
- 14 **IRRIGATION SYSTEM OPERABILITY AND TESTING - Operation**
 - 14.1 In order to insure the operability of the irrigation system, the Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system and report any damage, malfunctioning equipment and/or incorrect operation to the CA.
 - 14.2 During the testing, the Contractor shall:
 - (a) Adjust and replace all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property;
 - (b) Unplug clogged heads and flush lines to free lines of rocks, mud, and debris;
 - (c) Replace or repair inoperable irrigation equipment, as needed, other than leaking main lines;
 - (d) Record and report all system malfunctions, damage and obstructions to the CA.
 - 14.3 In addition to regular testing, all irrigation systems shall be tested and inspected when damage is suspected, observed or reported.
 - 14.4 Repair or replace inoperable sprinkler heads within 24 hours.
 - 14.5 Equipment that is not operating properly shall be turned off within two (2) hours of identification or notification, and the problem shall be reported to the CA.
 - 14.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the CA.
 - 14.7 Flush grit and gravel from irrigation lines by removing the last head on each lateral and operating the system until all materials are discharged through the system.

- 14.8 Check system and adjust or repair irrigation equipment causing excessive runoff to slopes, roadways, paving or walks.
- 14.9 The Contractor shall reimburse the County for excessive use of waste of water under the Contractor's control.
- 15 **SWEEPING/WASHING** – Operation - Frequency
 - 15.1 Check concrete areas and hard court surfaces for cracks, crevices, and deterioration, and report any deficiency to the CA within 24 hours.
 - 15.2 Clean by sweeping, steam cleaning, or hosing all concrete, walkways, stairs, sign directories, patio slabs, picnic areas, parking lot corners and sidewalks weekly, or as requested by the CA.
- 16 **AERIFICATION** – Operation - Frequency
 - 16.1 Turf aerification shall be three (3) times per year on a schedule approved by the CA.
 - 16.2 Aerate all turf areas by using a device that removes cores to a depth of three (3) inches at not more than a six (6) inch spacing.
 - 16.3 All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within 24 hours after aerating.
- 17 **CULTIVATING** - Operation
 - 17.1 Cultivate beds and planter areas as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken to not disturb plant materials or their roots in accomplishing this operation.
 - 17.2 Rake and re-grade rock medians, redwood bark and dog stations as needed to maintain safe access and a neat appearance.
- 18 **FERTILIZATION/MICRONUTRIENTS** – Operation - Frequency
 - 18.1 All turf areas shall receive not less than six (6) pounds of actual available nitrogen in a balanced fertilizer form for each thousand square feet of turf each year. Applications shall be made no less than four (4) times per year during March, May and September. All fertilizer is to be granular in form with an approximate ratio of 4-1-2.
 - 18.2 All fertilizer/micronutrients shall be approved by the CA prior to application.
 - 18.3 Application of the fertilizer shall be done in sections, as determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
 - 18.4 Shrubs and ground cover shall be fertilized to provide a healthy color. Foliar feeding may be used if applicable. Fertilizer shall be inorganic and granular in form with trace elements.
 - 18.5 All shrubs, all ground cover shall be fertilized utilizing ratios and mixtures recommended by the CA. Applications shall be made no less than three (3) times per year during March, May and September.
- 19 **DISEASE, RODENT AND INSECT CONTROL** – Operation - Frequency
 - 19.1 All landscaped areas shall be inspected weekly for disease, rodents and insects that could cause damage to plant materials, including, but not limited to trees, shrubs, ground cover and turf.
 - 19.2 The CA shall be notified immediately of any disease, insects or unusual conditions that might develop.
 - 19.3 Disease and rodent control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
 - 19.4 Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor and approved by the Los Angeles County Agricultural Commissioner.

20 SEASONAL SPECIALTY TASKS

20.1 Renovation/Vertical Mowing – Operation - Frequency

20.1.1 Sweep or rake the dislodged thatch from the turf areas and immediately remove from the site annually.

20.1.2 Standard renovating or vertical mowing type equipment shall be used.

20.1.3 Vertical mow turf to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

20.1.4 Renovate to the soil line and remove all excessive thatch in the turf area.

20.1.5 After thatch is removed and upon completion of turf renovation, the turf shall be over-seeded, mulched and watered.

20.1.6 Areas to be over-seeded will be seeded at the rate recommended by the CA, utilizing blends or mixtures recommended by the CA.

20.1.7 Mulch shall be spread evenly over the entire area to a uniform depth.

20.2 Turf Reseeding/Restoration of Bare Areas - Operation

20.2.1 Over-seed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.

20.2.2 Areas to be reseeded will be seeded at the rate recommended by the CA, utilizing blends or mixtures recommended by the CA.

20.2.3 All turf areas will be reseeded with winter rye grass in November to maintain green turf during the winter months.

20.3 PLANT MATERIALS – Operation

20.3.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen to kind, size and age.

Plant material larger than those specified in the landscape plan may be supplied, if it complies in all other respects and is approved by the CA.

20.3.2 Substitutions may be allowed but only with prior written approval by the CA.

20.3.3 If plant names used in the landscape plan do not conform to "Standardized Plant Names" of the American Joint Committee on Horticultural Nomenclature, the custom of the nursery trade shall be followed.

20.4 Plant Quality

20.4.1 Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs; have healthy normal root systems; comply with state and local regulations; and be free from any noxious weeds.

20.4.2 All trees shall be measured six (6) inches above the ground surface.

20.4.3 While caliper or other dimensions of any plant material cannot be determined from the landscape plan, it shall be understood that the plant material shall be normal stock for the type listed and sturdy enough to stand safely without staking.

20.4.4 Plants shall be symmetrical and typical for variety and species and conform to any measurements specified for the plants in the landscape plan.

20.4.5 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the CA.

20.4.6 Shrubs shall be guaranteed to remain in a healthy condition for 60 days from the date of acceptance of the job by the CA.

**EXHIBIT 3 -
PERFORMANCE REQUIREMENT SUMMARY CHART**

Key to column headings:

- 1: Contract section reference
2: Task and performance standard
3: Allowable deviation from performance standard
4: Liquidated damages per incident for deviation from minimum standard

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
1.4.8	Invoice Procedure	Submit 2 copies of invoice for all work during preceding month on or before 15th	None	\$100
2.1.3	Contractor's office	Maintains office within County, staffed during business hours and with telephone answering when office is closed.	None	\$100 per day
2.1.3	Contractor's office	Lists phone number in specified directories	None	\$100
2.1.4	Communication with Department	Maintains communication systems that enable Department to contact contractor at all times; returns calls within one-half hour.	None	\$100
2.1.6	No vehicle access on bike path	Does not drive vehicles on bike path	None	\$100
2.3.2	Contractor's representative	Provides full-time representative	None	\$100
2.3.2	Contractor's representative	Contractor's representative attends performance evaluation meetings	None	\$100
2.3.3	Supervisor	Provides English-speaking supervisor with no less than 2 years' experience.	None	\$100
2.4.2	Scheduled services	Performs each task listed in Exhibit 2 at specified time.	Not more than one item on checklist per week	\$100
2.4.5	Contractor to avoid obstruction and noise	Avoids unnecessary obstruction, inconvenience to traffic or noise	None	\$100
2.5.1	Contractor to furnish employee driving records	Provides DMV printout for each driver every 6 months.	None	\$100
2.5.3	Contractor to make monthly work report.	Submits report with all specified information with monthly invoice.	None	\$100
2.5.4	Contractor to make monthly fertilizer, seed and chemical report	Submits report with all specified information with monthly invoice.	None	\$100
2.5.5	Complaint log	Maintains log of all complaints with all specified information.	None	\$100
2.5.5	Complaint log	Resolves and submits copies of written complaints to CA within 5 working days.	None	\$100

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
2.5.6	Reporting injury, theft, damage or vandalism	Reports injury, theft, damage, vandalism and other incidents within 24 hours using proper form	None	\$100
2.5.7	Reporting emergency repairs	Reports condition requiring emergency repairs immediately to CA.	None	\$100
2.6.2	Keys and gate cards	Reports lost or stolen keys within 24 hours	None	\$100
2.6.2.1	Keys and gate cards	Does not duplicate keys or gate cards without written County consent.	None	\$100
2.6.2.1	Keys and gate cards	Returns all keys and gate cards upon contract termination.	All keys and gate cards must be returned within 5 days from termination.	\$100
2.7.1	Contractor to furnish supplies and equipment	Provides all necessary supplies and equipment	None	\$100
2.7.2	Uniforms	Employees always in clean uniform approved by County.	None	\$100
2.7.3	Photo I.D.	Employees wear approved photo ID cards	None	\$100
2.7.4	Vehicles	Vehicles in good, safe condition	None	\$100
2.7.4	Vehicles	Each vehicle carries identifying sign approved by CA	None	\$100
2.7.4	Vehicles	All vehicles are registered to Contractor.	None	\$100
2.7.4	Vehicles	Vehicles are not driven by unlicensed employees.	None	\$100
2.10.1	Hours of work	Contract work is performed daily between 6:00 a.m. and 3:00 p.m.	None	\$100

2.10.2	Watering hours	Watering in specified areas only between 2:30 a.m. and 6:00 a.m. weekdays.	None	\$100
2.11.1	State licenses	Has and maintains valid landscape contractor's license, agricultural pest control license, applicator's license and specified certifications.	None	\$100
2.11.2	Registration	Is registered with L.A. County Agricultural Commission.	None	\$100
2.11.3	Business license	Has valid business license.	None	\$100
2.12.1	Employees using chemicals to be licensed	Chemicals used in accordance with law only by licensed Qualified Applicator under direction of licensed Pest Control Adviser.	None	\$100

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
2 12 2	CA to Approve Use of Chemicals	Use chemicals, fertilizers only when approved in writing by CA.	None	\$100
2 12 3	Contractor to Record Chemical Use	Keeps specified records of chemical applications and reports chemical use with monthly billing.	None	\$100
2 12 4	Contractor to furnish permit for chemicals	Obtains County permit prior to chemical application.	None	\$100
2.12.6	Time to use chemicals	Applies chemicals only between 5:00 a.m. and 8:00 a.m weekdays and does not apply in windy conditions.	None	\$100
2 12 7	No chemicals in County storage	Does not store chemicals in County-furnished storage areas.	None	\$100

3.32.2	Payment of living wage rates	Contractor pays living wage and provides benefits as required by ordinance.	None	\$50 per employee per day
3.32.2	Payment of living wage rates	Contractor notifies County immediately of change in exempt status.	None	\$50 per employee per day
3.32.3	Contractor's submittal of certified monitoring reports	Submits certified monitoring reports as directed by CA.	None	\$100 per report per day
3.32.5	Notifications to employees	Places living wage posters at each work location and place of business.	None	\$50 per day
3.32.5	Notifications to employees	Distributes County-provided living wage notices to employees at least annually.	None	\$50 per employee
3.32.7	Use of full-time employees	Does not use other than full-time employees without County's written consent.	None	\$50 per employee per day or partial day worked

CONTRACT DISCREPANCY REPORT

EXHIBIT 4

Park Areas	A	BR	DS	EE	JS	HS	P	RR	49S	SS
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
2 Mechanical edging weekly M-F groundcover, grass										
3 Chem. edging/detailing 18" around trunks, shrubs										
4 12" around turf boundaries										
5 6" detailing sprinkler heads, valveboxes, signs										
Litter/Trash removal by 9 a.m. daily-removal unauthorized										
6 signs & trash										
7 Empty trash receptacles (EE, SS, RR, Q, 49S)										
8 Weeding/Raking - remove weeds/leaves										
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
9										
10 Trees - 18 ft. clearance over curb										
11 Trees - 8 ft. clearance over landscaping										
12 Trees - paint wounds of one inch or over										
13 Trees - remove dead/broken branches from trees/shrubs										
14 Flower beds -maintain healthy plants, replace dead										
Annual beds to be planted (4" size, 6" apart) to maintain color										
15										
16 Mulch beds before planting										
Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays										
17										
18 Test/repair system components										
19 Adjust system to ensure proper watering										
20 Limit use of water during inclement weather										
21 Sweeping/washing, clean walkways, patios, etc. weekly										
22 Report hazards on walkways/patios to CA within 24 hours										
23 Seasonal tasks- Oct. & Nov. prune & trim trees										
24 Root pruning/Sucker growth										
25 Stake & tie trees										
26 Guy wire inside PVC pipe										
27 Renovation/vertical mowing										
28 Reseeding/restoration of bare areas										
29 Disease/insect control / white fly infestation-Hibiscus										
30 Plant materials, size & quality										
31 Aerification - 3 times per year										
32 Fertilizer application in March, May & Sept.										
33 Other										

- / Denotes Deficiency
- * Circle Deficiency whwn referenced in notes.
- X Deficiency Corrected

Notes: _____

Inspector: _____ Date of Inspection: _____

Inspector: _____ Date of Re-inspection: _____

Received By: _____
 Date: _____ Date All Deficiencies Corrected: _____

CONTRACT DISCREPANCY REPORT

Sign Directories	LLS	51S	50T	83S	150						
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other											
2 Mechanical edging weekly M-F groundcover, grass											
3 Chem. edging/detailing 18" around trunks, shrubs											
4 12" around turf boundaries											
5 6" detailing sprinkler heads, valveboxes, signs											
6 Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash											
7 Empty trash receptacles (EE, SS, RR, Q, 49S)											
8 Weeding/Raking - remove weeds/leaves											
9 Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.											
10 Trees - 18 ft. clearance over curb											
11 Trees - 8 ft. clearance over landscaping											
12 Trees - paint wounds of one inch or over											
13 Trees - remove dead/broken branches from trees/shrubs											
14 Flower beds -maintain healthy plants, replace dead											
15 Annual beds to be planted (4" size, 6" apart) to maintain color											
16 Mulch beds before planting											
17 Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays											
18 Test/repair system components											
19 Adjust system to ensure proper watering											
20 Limit use of water during inclement weather											
21 Sweeping/washing, clean walkways, patios, etc. weekly											
22 Report hazards on walkways/patios to CA within 24 hours											
23 Seasonal tasks- Oct. & Nov. prune & trim trees											
24 Root pruning											
25 Stake & tie trees											
26 Guy wire inside PVC pipe											
27 Renovation/vertical mowing											
28 Reseeding/restoration of bare areas											
29 Disease/insect control											
30 Plant materials, size & quality											
31 Aerification - 3 times per year											
32 Fertilizer application in March, May & Sept.											
33 Other											

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CONTRACT DISCREPANCY REPORT

Median Strips	VIA MARINA	ADMIRALTY WAY	FLR WAY	MINDANAO WAY	BALI WAY	PALAWAN WAY	PANAY WAY	MARQUEZA WAY	TAHITU WAY	Skinner Line / XT
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
2 Mechanical edging weekly M-F groundcover, grass										
3 Chem. edging/detailing 18" around trunks, shrubs										
4 12" around turf boundaries										
5 6" detailing sprinkler heads, valveboxes, signs										
6 Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash										
7 Empty trash receptacles (EE, SS, RR, Q, 49S)										
8 Weeding/Raking - remove weeds/leaves Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
9 Trees - 18 ft. clearance over curb										
10 Trees - 8 ft. clearance over landscaping										
11 Trees - paint wounds of one inch or over										
12 Trees - remove dead/broken branches from trees/shrubs										
13 Flower beds -maintain healthy plants, replace dead Annual beds to be planted (4" size, 6" apart) to maintain color										
14 Mulch beds before planting										
15 Watering & irrigation system maintenance between 2:30- 6:00 a.m., weekdays										
16 Test/repair system components										
17 Adjust system to ensure proper watering										
18 Limit use of water during inclement weather										
19 Sweeping/washing, clean walkways, patios, etc. weekly Report hazards on walkways/patios to CA within 24 hours										
20 Seasonal tasks- Oct. & Nov. prune & trim trees										
21 Root pruning										
22 Stake & tie trees										
23 Guy wire inside PVC pipe										
24 Renovation/vertical mowing										
25 Reseeding/restoration of bare areas										
26 Disease/insect control										
27 Plant materials, size & quality										
28 Aerification - 3 times per year										
29 Fertilizer application in March, May & Sept.										
30 Other										

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CONTRACT DISCREPANCY REPORT

Parking Lot Areas	FF	GR	IR	N	OT	Q	UR	3S	49R	91S
Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
Mechanical edging weekly M-F groundcover, grass										
Chem. edging/detailing 18" around trunks, shrubs										
12" around turf boundaries										
6" detailing sprinkler heads, valveboxes, signs										
Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash										
Empty trash receptacles (EE, SS, RR, Q, 49S)										
Weeding/Raking - remove weeds/leaves										
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
Trees - 18 ft. clearance over curb										
Trees - 8 ft. clearance over landscaping										
Trees - paint wounds of one inch or over										
Trees - remove dead/broken branches from trees/shrubs										
Flower beds -maintain healthy plants, replace dead										
Annual beds to be planted (4" size, 6" apart) to maintain color										
Mulch beds before planting										
Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays										
Test/repair system components										
Adjust system to ensure proper watering										
Limit use of water during inclement weather										
Sweeping/washing, clean walkways, patios, etc. weekly										
Report hazards on walkways/patios to CA within 24 hours										
Seasonal tasks- Oct. & Nov. prune & trim trees										
Root pruning										
Stake & tie trees										
Guy wire inside PVC pipe										
Renovation/vertical mowing										
Reseeding/restoration of bare areas										
Disease/insect control										
Plant materials, size & quality										
Aerification - 3 times per year										
Fertilizer application in March, May & Sept.										
Other										

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CONTRACT DISCREPANCY REPORT

Parking Lot Areas		A	W	49M	49S	83S						
1	Mowing weekly M-F 1/2" Bermuda, 2 1/2 other											
2	Mechanical edging weekly M-F groundcover, grass											
3	Chem. edging/detailing 18" around trunks, shrubs											
4	12" around turf boundaries											
5	6" detailing sprinkler heads, valveboxes, signs											
6	Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash											
7	Empty trash receptacles (EE, SS, RR, Q, 49S)											
8	Weeding/Raking - remove weeds/leaves											
9	Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.											
10	Trees - 18 ft. clearance over curb											
11	Trees - 8 ft. clearance over landscaping											
12	Trees - paint wounds of one inch or over											
13	Trees - remove dead/broken branches from trees/shrubs											
14	Flower beds -maintain healthy plants, replace dead											
15	Annual beds to be planted (4" size, 6" apart) to maintain color											
16	Mulch beds before planting											
17	6:00 a.m., weekdays											
18	Test/repair system components											
19	Adjust system to ensure proper watering											
20	Limit use of water during inclement weather											
21	Sweeping/washing, clean walkways, patios, etc. weekly											
22	Report hazards on walkways/patios to CA within 24 hours											
23	Seasonal tasks- Oct. & Nov. prune & trim trees											
24	Root pruning											
25	Stake & tie trees											
26	Guy wire inside PVC pipe											
27	Renovation/vertical mowing											
28	Reseeding/restoration of bare areas											
29	Disease/insect control											
30	Plant materials, size & quality											
31	Aerification - 3 times per year											
32	Fertilizer application in March, May & Sept.											
33	Other											

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CONTRACT DISCREPANCY REPORT

Administration Facilities		GG	40T	62	49M	K6	150				
1	Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
2	Mechanical edging weekly M-F groundcover, grass										
3	Chem. edging/detailing 18" around trunks, shrubs										
4	12" around turf boundaries										
5	6" detailing sprinkler heads, valveboxes, signs										
6	Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash										
7	Empty trash receptacles (EE, SS, RR, Q, 49S)										
8	Weeding/Raking - remove weeds/leaves										
9	Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
10	Trees - 18 ft. clearance over curb										
11	Trees - 8 ft. clearance over landscaping										
12	Trees - paint wounds of one inch or over										
13	Trees - remove dead/broken branches from trees/shrubs										
14	Flower beds -maintain healthy plants, replace dead										
15	Annual beds to be planted (4" size, 6" apart) to maintain color										
16	Mulch beds before planting										
17	6:00 a.m., weekdays										
18	Test/repair system components										
19	Adjust system to ensure proper watering										
20	Limit use of water during inclement weather										
21	Sweeping/washing, clean walkways, patios, etc. weekly										
22	Report hazards on walkways/patios to CA within 24 hours										
23	Seasonal tasks- Oct. & Nov. prune & trim trees										
24	Root pruning										
25	Stake & tie trees										
26	Guy wire inside PVC pipe										
27	Renovation/vertical mowing										
28	Reseeding/restoration of bare areas										
29	Disease/insect control/GOPHERS										
30	January: prune roses										
31	Plant materials, size & quality										
32	Aerification - 3 times per year										
33	Fertilizer application in March, May & Sept.										
34	Other										

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Date: _____

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Date All Deficiencies Corrected:

EMERGENCY CONTACT TELEPHONE NUMBERS

_____,
District Manager

(310) 305-9555 (office)

Mark Spiro,
Maintenance Supervisor

(310) 350-2234 (cell)
(310) 305-9555 (office)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
----------------------	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor		Subcontractor o		Address:, (Street, City, State, Zip)													
(2) Payroll No.:				(3) Work Location:				(4) From payroll period: ____/____/____ to payroll period: ____/____/____				(5) For Month Ending:					
(6) Department Name:						(7) Contract Service Description:						(8) Contract Name & Number:					
(9) Contractor Health Plan Name(s):												(10) Contractor Health Plan ID Number(s):					
(11) Employee Name, Address & Social Security Number				(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)		
					1	2	3	4	5								
1																	
2																	
3																	
4																	
5																	
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.					Total (This												
					Grand Total												
Print Authorized Name:																	
Authorized Signature:					Date: / /					Title:			Telephone Number (include area code)			Page:	



COUNTY OF LOS ANGELES

NOTICE TO EMPLOYEES COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service for the County under this contract, you must be paid a "living wage."

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits OR \$9.46 per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns the contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE (888) 550-9243

NOTICE TO ALL EMPLOYEES

Working on County Contracts



The Board of Supervisors established the Living Wage Ordinance (Los Angeles County Code Chapter 2.201) and other information that may be of assistance to you.

Living Wage

If you are a full-time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits.

Or

\$9.46 per hour without health benefits

Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All Acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Federal Earned

Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns this contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

Employees that qualify are:

1. Employees who are full-time workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

888 550-WAGE

Or

888 550-9243

**Los Angeles County Code Chapter 2.201
LIVING WAGE PROGRAM**

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. Ord. 99-0048 § 1 (part), 1999.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. Ord. 99-0048 § 1 (part), 1999.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. Ord. 99-0048 § 1 (part), 1999.

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Ord. 99-0048 § 1 (part), 1999.

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. Ord. 99-0048 § 1 (part), 1999.

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. Ord. 99-0048 § 1 (part), 1999.

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. Ord. 99-0048 § 1 (part), 1999.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Ord. 99-0048 § 1 (part), 1999.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

FHS 400 (A/RZ)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**REQUEST FOR PROPOSALS—LANDSCAPE MAINTENANCE SERVICE
OFFER TO PERFORM and PRICE PROPOSAL**

Proposer:

Name TruGreen LandCare

Address 1323 West 130th Street
Gardena, CA 90247

Phone 310/719-1008 Fax 310/323-4780

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide landscape maintenance services at the specified County facilities in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

N/A

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☐ corporation ☒ a Calif. General partnership or joint venture
☐ limited liability company ☐ other:

State of organization: California Principal place of business: Gardena

Out of state vendor's authorized agent for service of process in California:

Name N/A Address N/A Phone N/A

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>David G. Evans, Branch Manager 310/719/1008</u>		
Name	Title	Phone

Dated: 11/18/04Proposer's signature: David G. Evans

<u>David G. Evans/Branch Mgr. 310/719-1008</u>		
Name	Title	Phone

FORM P-2 – PROPOSER'S WORK PLAN

1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)

Position	Name	Experience
Contractor's Representative:	David G. Evans Javier Jiminez	See Attached Resume See Attached Resume
Supervisors:	Raul Hernandez	8 yrs experience in landscape maintenance Current MDR Supervisor
Others:	Cristobal Hernansdez-8 yrs experience in landscape maintenance Jose Mendoza-2 yrs experience in landscape maintenance	
	Armando Ceballos-new hire Alejandro Alvarez-new hire Alfonso Echeveria-20 yrs experience in landscape maintenance Ruben Gomez-30 yrs experience in landscape maintenance	

2. VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that you own or lease that you will use to perform the Contract work:

See Attached List

3. OPERATIONAL PLAN. Describe your plan for scheduling workers, transporting them to the job sites, keeping them supplied and supervising them:

The Area Manager and Supervisor shall meet on a daily basis to schedule the crews so that TruGreen LandCare performs all daily, weekly and monthly tasks described in the Contract Specifications. The crew will have 3 vehicles available to them so that lack of transportation is not a problem. The Area Manager shall ensure that the crew is supplied with all tools, equipment and supplies. The crew will be issued with janitorial supplies and hand tools on a monthly basis. The Supervisor will contact the Area Manager if his crew is short of any tools, equipment and/or supplies. The Area Manager will not contact our office and shall be supplied within 24 hours of his request.

DAVID EVANS

636 8th Street, Manhattan Beach, CA 90266

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In ornamental Horticulture – June 1991
California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Operations Manager, TruGreen-LandCare--Branch #6126, Gardena, CA
November 1999 to Present
- Area Supervisor, Landscape West, Anaheim, CA
June 1990 to November 1999
- Intern, Landscape West, Anaheim, CA
June 1990-August 1990
 - Worked with Manhattan Beach maintenance crew
 - Assisted Pesticide Applicator
 - Work with tree trimming crews
 - Work with special project crew
 - Assisted both Area Supervisors and Operation Manager
- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
June 1988 to December 1989
 - Operated dump truck tree chipper and other heavy equipment
 - Trimmed trees, shrubs and other ornamentals
 - Removed large trees
- Nursery Man, International Garden Center, El Segundo, CA
October 1985 to August 1987
 - Sold plant material and garden supplies
 - Priced, stocked inventories and ordered merchandise
 - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
Served from 1983 to 1992

JAVIER JIMINEZ

2125 E. 114th Street, Los Angeles, CA 90059

OBJECTIVE

To work in a landscape company that believes in its people and continues to update its horticultural practices in the constantly changing landscape environment.

EXPERIENCE

TruGreen LandCare
Area Manager for Marina Del Rey, 2001 to Present

EDUCATION

Locke High School
Los Angeles, CA
General Education

Miscellaneous seminars and training courses on landscape and tree maintenance and installation.

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE: To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present **Branch Safety Training Coordinator** at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02 **Park Maintenance Supervisor** at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02 **Public Works Supervisor** at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91 **Pesticide Spray Specialist** at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90 **Field Manager / Quality Control** at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

SKILLS

Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.

VEHICLES, SUPPLIES AND MATERIALS

- (1) 2000 Chevy S-10 (Area Manager vehicle)
- (1) 1995 Ford F-250 Pick-Up Truck
- (1) 2000 Chevy 3500 Stake Bed Truck
- (1) 1995 Chevy 2500 Utility Truck (Irrigation Tech)
- (1) Pressure Washer
- (1) Walk Behind Aerator
- (1) Walk Behind Dethatcher
- (1) John Deere Tractor
- (1) Aerator (tractor pulled)
- (1) Dethatcher (truck pulled)
- (1) Fertilizer Spreader (truck pulled)
- (2) Back Pack Blowers
- (2) Line Trimmers
- (1) Hedge Trimmer
- (1) Extension Hedge Trimmer
- (1) Steam Cleaner
- (2) 21" Mowers
- (1) 60" Ride-On Mower
- (1) Edger
- (1) Stick Edger
- (1) Equipment Trailer
- (1) 72" Mower
- (1) Gang Mower (seven reels)
- (1) Chain Saw
- (6) Assorted Shovels
- (5) Leaf Rakes
- (1) Landscape Rake
- (5) Hand Pruners
- (4) Gas Cans
- (2) Limb Loppers
- (1) Chain Saw
- (3) Push Brooms
- (2) Hand Saws
- (1) Pick
- (1) Pole Pruner
- (2) Axes
- (2) Hand Shears
- (20) Gopher Traps
- (30) Burlaps

CERTIFICATES AND LICENSES

State of California Contractors License (B C61/D49 C27)

774548 expires 02/28/2006

State of California Pest Control Business License

03800 00004 expires 12/31/2005

State of California Agricultural Pest Control Advisor License

David G. Evans AA 04232 expires 12/31/2004

State of California Qualified Applicator License

David G. Evans QL 35859 expires 12/31/2004

Oscar E. Garcia QL 38752 expires 12/31/2004

Sergio Hernandez QL 38484 expires 12/31/2004

Certified Arborist

Oscar E. Garcia WE-3033A expires 06/30/2005

Sergio Hernandez WC-1091 expires 06/30/2005

ISA Certified Tree Worker

Juan Limon Perez - #656

Affiliations and Accreditations

International Society of Arboriculture

California Landscape Contractors Association

Street Tree Seminar

3 Year Graduate of Southwest Maintenance and Management School

Sergio Hernandez

Pesticide Handler and Field Worker Instructors Workshop

Sergio Hernandez

PROPOSER'S WORK PLAN (continued)

7. STAFFING PLAN

PROPOSER:

POSITION TITLE	EMPLOYEE	<input checked="" type="checkbox"/> FULL-TIME/ <input checked="" type="checkbox"/> PART-TIME	HOURLY RATE	<input checked="" type="checkbox"/> HEALTH INS.	MON	TUE	WED	THU	FRI	SAT	SUN	WEEKLY HOURS	OTHER HOURS*
Supervisor/ Irrigation Tech	Raul Hernandez	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	12.00	<input type="checkbox"/>	8	8	8	8	8			40	
Maintenance Worker	C. Hernandez	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	9.46	<input type="checkbox"/>	8	8	8	8	8			40	
Maintenance Worker	J. Mendoza	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	9.46	<input type="checkbox"/>	8	8			8	8	8	40	
Maintenance Worker	A. Caballos	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	9.46	<input type="checkbox"/>	8	8	8	8			8	40	
Maintenance Worker	A. Alvarez	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	13.00	<input type="checkbox"/>		8						8	32
low Crew	A. Echeveria	<input checked="" type="checkbox"/> F <input type="checkbox"/> P	19.46	<input type="checkbox"/>		8						8	32
low Crew	R. Gomez	<input type="checkbox"/> F <input type="checkbox"/> P		<input type="checkbox"/>									
		<input type="checkbox"/> F <input type="checkbox"/> P		<input type="checkbox"/>									
		<input type="checkbox"/> F <input type="checkbox"/> P		<input type="checkbox"/>									
		<input type="checkbox"/> F <input type="checkbox"/> P		<input type="checkbox"/>									

*Show full-time employees' hours worked at other locations, if necessary, to demonstrate 40-hour schedule.

8. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (above) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers will result in disqualification.

N/A

9. ADDITIONAL INFORMATION (Attach pages if necessary):

N/A

FORM P-3 – PROPOSER'S QUALITY CONTROL PLAN

1. Who will inspect the Contract Work and how often will each area be inspected?

Supervisor will inspect areas daily.
Area Manager will inspect areas weekly.
Branch Manager will inspect areas monthly.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

Crews will be assigned the tasks as soon as deficiencies are reported in district or found by our staff to correct them and avoid their reoccurrence.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your company respond?

We will respond immediately to any complaints and work on them until they are resolved to departments satisfaction.

4. How will you cover unexpected worker and supervisor absences?

TruGreen LandCare has working personnel in adjacent Cities to Marina Del Rey. When worker or Supervisor absences occur, some of the surrounding personnel will be assigned to the contract and Branch Manager will also be available.

5. If you have a written Quality Control Plan, inspection plan or written procedures for your staff and supervisors, please attach them.

See Attached Quality Control Plan

QUALITY CONTROL PLAN

TruGreen LandCare will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed. On a daily basis, the Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly basis, the Area Manager will visit all the sites and do a through punch list of all sites noting conditions of sites and required work needed on them. The necessary work tasks will be scheduled for completion as soon as possible with consideration to Contract specified guidelines. The Branch Manager will conduct inspections monthly to insure that contract guidelines are being followed and that quality horticultural practices are being followed. Copies of our inspections will be submitted to the Contract Administrator for review and filed at our main office.

TruGreen LandCare is a non-union company; therefore a strike would not affect or be an issue to our work performance.

BUSINESS AND FINANCIAL SUMMARY

1. List all of the governmental agencies and private institutions for which your firm has performed significant landscape maintenance services contracts during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
10/94	Present	City of Manhattan Bch.	3621 Bell Avenue Manhattan Bch 90266	Juan Price	310/802-5310	Landscape Maintenance
10/97	Present	City of L.A.	600 S. Spring St 13th Floor L.A. 90014	Dennis Wake	213/473-4664	Landscape Maintenance
08/91	Present	City of Huntington Bch	Dept of Public Works POBox190 HB 92648	Ron Foreman	714/375-5504	Landscape Maintenance
07/98	Present	City of Santa Monica	2600 Ocean Park Bl Santa Monica 90405	Joe McGrath	310/458-8974	Landscape Maintenance
07/00	Present	City of W. Hollywood	7530 SM Blvd. W.Hollywood 90046	Kevin Trudeau	323/848-6549	Landscape Maintenance
07/98	Present	City of Beverly Hills	455 N.Rexford Dr Rm100 BH 90210	David Garrard	310/858-3616	Landscape Maintenance
06/91	Present	City of RPV	30940 Hawthorne Bl RPV 90275	Larry Still	310/809-1599	Landscape Maintenance
10/00	12/03	City of Long Beach	2760 Studebaker Rd Long Bch 90815		562/570-6950	Landscape Maintenance

Add additional pages if necessary to list all experience with Government Agencies.

5. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
AY Nursery	Post Office Box 2025 South Gate, CA 90280	Vendor/Supplier	Hugo	562/904-6426
MB Nursery	20300 S Figueroa Carson, CA 90745	Vendor/Supplier	Cynthia	310/527-7750
United Green Mark, Inc	Post Office Box 6190 Novato, CA 94948	Vendor/Supplier	Mike Romero	949/250-9735

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

See Attached

7. FINANCIAL STATEMENT. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2003. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

See Attached

8. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

- ☒ has not found the Proposer responsible for any labor, wage, or payroll violations
- ☐ has found the proposer responsible for the following violation(s):

9. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the past three years, a public entity.

- ☒ has not debarred the Proposer from any contract.
- ☐ has debarred the proposer from contracting for the following reason(s):

9. ADDITIONAL INFORMATION (Attach additional pages if necessary):

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer TruGreen LandCare, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

David G. Evans
Name

David G. Evans
Signature

Branch Manager
Title

11/18/04
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: TruGreen LandCare

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.**General**

Business Structure: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 262

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			14	1	242	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			1	1		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.**NO NATURAL PERSON OWNS 5% OR MORE**

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

N/A

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name _____ Authorized Signature 976 Title _____ Date 11/10/04



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

FORM P-7

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: TruGreen LandCare	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/Agent's Authorized Signature: <i>David G. Evans</i>
City, State, Zip Code: Gardena, CA 90247	Print Name and Title: David G. Evans

Public Entity Name:	Date of Incident:	
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of _____ pages.

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour per employee.**

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour per employee.** I will pay an hourly wage of not less than **\$9.46 per hour per employee.**

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour per employee.** I will pay an hourly wage of not less than **\$8.32 per hour per employee.**

Health Plan(s): Cigna HealthCare

Company Insurance Group Number: 3203224

Health Benefit(s) Payment Schedule:

☒ Monthly

Quarterly

Bi-Annual

Annually

Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:

TruGreen LandCare

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

David G. Evans

DATE: **11/18/04**

PLEASE PRINT NAME: **David G. Evans**

TITLE OR POSITION **Branch Manager**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: TruGreen LandCare			
Company Address: 1323 West 130th Street			
City: Gardena	State: CA	Zip Code: 90247	
Telephone Number: 310/719-1008			
Solicitation For (Type of Services): Landscape Maintenance			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

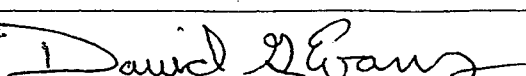
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: 	Date: 11/18/04

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR TREE SERVICE**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and TruGreen Landcare (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the tree service work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, and P-10 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of March 7, 2005 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Map of Facilities), Exhibit 2 (Schedule of Tree Services Duties), Exhibit 3 (Performance Requirements Summary), Exhibit 4 (Contract Discrepancy Report), Exhibit 5 (Emergency Contact List), Exhibit 6 (Living Wage Statement of Compliance), Exhibit 7 (Living Wage Monthly Certification for Applicable Health Benefit Payments), Exhibit 8 (Notice to Employees), Exhibit 9 (Notice to all Employees Poster), Exhibit 10 (Living Wage Program), Exhibit 11 (Safely Surrendered Baby Law), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that

when reference is made in this Contract to the language of the request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Exhibit 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the Case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF RFP

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief of the Facilities and Property Maintenance Division of the Department or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contractor's Representative. The person designated by the Contractor to represent the Contractor in matters related to the performance of the Contract.

Contract Year. The twelve-month period commencing on the effective date of the Contract by the Board of Supervisors and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Deputy Director. The Deputy Director of the Department.

Director. The Director of the Department.

Offer to Perform and Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued October 13, 2004.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement. Subcontractors engaged to perform any part of the Contract work must be approved by the Director in accordance with Section 3.23.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of March 7, 2005 or the date of approval of the Contract by the Board of Supervisors, whichever is later and end on March 6, 2008.

1.3.2 Two One-Year Extension Options. The Director may offer to extend the Contract term for up to two consecutive optional Contract Years. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract year. The Contractor may decline to accept any such offer to an extension. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration of the Contract term or optional Contract year, or 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Duty of Cooperation Upon Expiration or Termination of Contract. Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor shall cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted tree services.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Maximum Annual Compensation for Specified Work. The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in each Contract year of the Contract term. No additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the maximum annual compensation by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Contract Payment. The Contractor shall be paid at the annual rate quoted on Form P-1 in equal monthly installments, subject to Section 3.1.

1.4.4 Additional Work. The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 3.1 and 1.4.1. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

1.4.5 Gratuitous Work. Work performed outside the scope of this Contract without amendment thereto shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against County for such work.

1.4.6 Increase or Decrease in Service Area. Should the facilities to be maintained (Section 2.4.1) be modified in accordance with Section 2.4.2, The Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs.

1.4.7 No Payment for Services Provided Following Expiration/Termination of Contract Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of

County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

1.4.8 Contractor's Invoice Procedures.

1.4.8.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number and other information necessary to calculate the payment for the work.

1.4.8.2 The monthly invoice shall show the amount due and payable, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation.

1.4.8.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR TREE SERVICE**

PART TWO – STATEMENT OF WORK

2.1 GENERAL WORK REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and Pricing Method (Form P-1) and other representations submitted with Contractor's Proposal.

2.1.2 Contractor Expenses. Except as provided in Section 2.6, the Contractor shall, at its own expense provide all labor, equipment, maintenance, material, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain an address within the County at which the Contractor's Representative may be contacted personally and by mail. The Contractor shall list its firm name in the telephone directories of Los Angeles, Marina del Rey and Redondo Beach. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract Work. When the office is closed, the Contractor shall provide an answering service, voicemail or telephone message machine to receive calls.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times. Calls from County staff shall be returned within one-half hour. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

2.1.5 Acceptance of Facilities. The Contractor acknowledges personal inspection of the public grounds, landscaping and storage facilities; accepts their present physical condition; and agrees to make no demands upon the County for their improvement or alteration.

2.1.6 No Vehicle Access on Bike Paths.

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

2.2 COUNTY CONTRACT ADMINISTRATOR (CA)

2.2.1 CA's Authority. The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract. The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.2.2 CA's Responsibility for Directing and Approving Contractor's Work. The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements. The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.3 CONTRACTOR'S STAFF

2.3.1 General Personal Requirements.

2.3.1.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.3.1.2 The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

2.3.1.3 All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from assignment to the Contract work. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from County facilities.

2.3.1.4 The Contractor shall obtain approval of the CA before replacing the Contractor's Representative (CR) or the supervisor. Such approval shall not be unreasonably withheld.

2.3.1.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

2.3.1.6 The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

2.3.1.7 The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

2.3.2 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the Contract and who shall have full authority to act for the Contractor in all matters related to the performance of the Contract. The CR shall be available to the County Contract Administrator (CA) on reasonable telephone notice each day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA in scheduling and attending periodic performance evaluation meetings. The Contractor may designate himself or herself as the Contractor's Representative.

2.3.3 Supervisor. The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by

the Contract. The CR may act as the Supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

2.3.4 Crew. Contractor shall provide the services of sufficient staff to perform the Contract in accordance with this Part 2 and each term and condition of the Contract.

2.4 SERVICES TO BE PROVIDED.

2.4.1 Areas to be Maintained. The Contract work shall be performed on the areas that are owned and controlled by the County within the following parcels and roads in the Marina del Rey Small Craft Harbor: parcels 150, 50T, 51U, 55, 40T, UR, 49M, 49R, 49S, 83S, Z, GG, XT, EE, W, and 62, all of which are east of the Main Channel, as shown on Exhibit 1; parcels 145 (six rusty fig trees), OT, P, Q, RR, and SS, all of which are north of the Main Channel, as shown on Exhibit 1; parcels N, 91S, IR, LLS, JS, HS, GR, FF, K-6, DS, 3S, BR, and A, all of which are west of the Main Channel, as shown on Exhibit 1; and Fiji Way, Mindanao Way, Bali Way, Admiralty Way, Palawan Way, Panay Way, Marquesas Way, Tahiti Way, and Via Marina, all of which are shown on Exhibit 1.

2.4.2 Scheduled Services.

2.4.2.1 The Contractor's shall include, but are not limited to, the tasks listed in Exhibit 2, ("Schedule of Tree Service Duties"). The services shall be performed at the times shown in Exhibit 2.

2.4.2.2 The Contractor will be required to comply with the Department's Policy No. 23, Tree Trimming in Marina del Rey and on County Beaches in Accordance with Native Bird Breeding Cycles (Exhibit 12), that will require the Contractor to provide a qualified biologist, as-needed to perform the services listed in Exhibit 12. The Contractor, acting for the Department, shall schedule walk-throughs, both before trees are trimmed and on a regular basis thereafter, and maintain written documentation from the biologist that necessary observations have been made, along with either an okay to start or an order to stop work.

2.4.3 County may Add, Delete or Modify Facilities or Modify Scope of Scheduled Services.

2.4.3.1 The County reserves the right to add facilities to, or remove facilities from, the list of facilities identified in Section 2.4.1 in accordance with the County's needs. Such amendments and modifications may be made by the Director.

2.4.3.2 The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.4.3.3 The Contractor shall be given reasonable written notice by the CA that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

2.4.3.4 In the event of such addition of facilities, deletion of facilities, or other material modification of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.6.

2.4.4 Additional Work. Work not required by the Contract may be authorized only by the Director. Special tree service work which is not required by the Contract and which is authorized by the Director shall be paid at the hourly rate provided on Form P-1.

2.4.5 Contractor to Avoid Obstruction and Noise. The Contractor shall use its best efforts to avoid causing any unnecessary obstruction and inconvenience to traffic or noise in the performance of the Contract work.

2.4.6 Restriction on Blowers and Power Equipment. The Contractor shall observe reasonable limits set by the CA on the time and place of operation of leaf blowers and other power equipment.

2.4.7 Other Duties. The Contractor shall perform other duties within the scope of the Contract as required by the Director.

2.5 LOGS AND REPORTS

2.5.1 Contractor to Furnish Employee Driving Records. On the commencement of the Contract term and every six months thereafter over the remaining Contract term, the Contractor shall furnish the CA with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

2.5.2 Daily Maintenance Log. The Contractor shall maintain daily maintenance logs in a form acceptable to the CA that shall be made available to the CA on request. Such logs shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The location and nature of all reports made pursuant to Sections 2.5.5 and 2.5.6;
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure; and
- The names and times in and out of all subcontractors.

2.5.3 Contractor to Make Monthly Work Report. The Contractor shall submit with each invoice a work report describing for each day worked all ongoing maintenance tasks, seasonal tasks, additional work and damage repairs performed.

2.5.4 Contractor to Make Monthly Fertilizer, Seed and Chemical Report. The Contractor shall submit with each invoice a Fertilizer, Seed and Chemical Report. The report shall list the fertilizer, seed and chemicals used during the month, reporting and enclosing for the material used:

- Quantity and complete description of all commercial and organic fertilizer(s).
- Quantity and label description of all grass seed.
- Quantity and complete description of all soil amendments.

- Copies of the recommendations and corresponding pesticide use report signed by a licensed California Pest Control Advisor for all chemical disease and pest control work performed.
- Copy of the permit issued by the Agricultural Commissioner which allows the application of chemicals.

2.5.5 Complaint Log. The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude, and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

2.5.6 Reporting Injury, Theft, Damage, or Vandalism. Immediately upon discovery by the Contractor's staff, the CR shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

2.5.7 Reporting Emergency Repairs. The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, broken water pipes or exposed electrical wires. After-hours notification shall be made to the Marina Maintenance Supervisor, tel. (310) 345-4205 or pager (800) 225-0256, ext. 668673.

2.5.8 Living Wage Program Compliance. Contractor shall provide the reports required by Section 3.32 as directed by the CA.

2.6 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY.

2.6.1 Storage. County is not required to furnish storage for the Contractor's equipment or supplies.

2.6.2 Keys and Gate Cards.

2.6.2.1 The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities requiring tree

trimming. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

2.6.2.2 The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

2.6.2.3 The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

2.7 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR.

2.7.1 Contractor to Furnish Supplies and Equipment. Except for the items furnished by the County pursuant to Section 2.6, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

2.7.2 Uniforms. The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all of the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

2.7.3 Photo I.D. The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

2.7.4 Vehicles. The Contractor shall provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work shall be registered to the Contractor. All such vehicles shall be maintained in good and safe condition and shall be subject to the CA's approval, which shall not be unreasonably

withheld. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. The Contractor shall not allow unlicensed employees to drive motor vehicles.

2.7.5 Required Vehicles. The Contractor shall provide at the minimum one enclosed truck to haul wood chips and one truck equipped with an aerial tower to perform the Contract Work.

2.7.6 Aerial Equipment. Aerial equipment shall comply with California Division of Industrial Safety Orders, CAL-OSHA and Federal ANSI-a.982.982-1979 standard for vehicles mounted with elevated and rotating aerial devices, and shall include dielectric certification for 100KV test. Aerial tower certificates shall be available on each truck equipped with aerial equipment at all times for review.

2.7.7 Other Equipment. The Contractor shall maintain equipment in a safe, clean condition and free from infectious materials. The equipment shall meet all requirements of applicable ordinances and laws. The equipment shall include at a minimum each of the following items:

- Bush chippers that comply with CAL-OSHA requirements;
- Stump Grinder;
- Pole saw pruners;
- Chain saws;
- Limb loppers; and

Traffic control signs and cones.

2.8 QUALITY ASSURANCE.

2.8.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.8, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.8.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe and continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

2.8.3 Contractor's Quality Control Plan. The Contractor shall comply with the quality control plan set forth in Form P-3. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director.

2.8.4 County's Quality Assurance Plan.

2.8.4.1 The methods and standards by which the Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary Chart Exhibit 3).

2.8.4.2 Contractor's compliance with the Performance Requirements identified in Exhibit 3 shall be evaluated annually as provided in Section 2.8.2.

2.8.4.3 The Contractor agrees to and accepts the provisions of the Performance Requirements Summary Chart, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.8.4.4 Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Deficiency Report (DR) to the Contractor in any instance of failure to comply with the Performance requirements or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.8.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what causes the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner described in Section 2.8.5 or proceed with Contract termination as provided in Section 3.16.

2.8.5 Liquidated Damages.

2.8.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 3, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 3 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damages to its property or indemnity against third-party claims.

2.8.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in the performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal prices;

- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 3 will have resulted in a loss of its savings in the cost of the work to be performed; and
- The liquidated sums specified in Exhibit 3 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

2.9 DAMAGE TO COUNTY PROPERTY.

2.9.1 Contractor Caused Damage. County property, facilities, utilities, and trees damaged by the Contractor's employees shall be repaired, restored or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the CA.

2.9.2 Damage by Weather and Third Parties. Damage to the trees that is caused by either an abnormal atmospheric event, such as by way of example and not limitation, a strong wind, heavy rain, extreme temperature, or an act of a third party shall be repaired by the Contractor to the satisfaction of the CA and without cost to the County, except in those instances where the cost of repair exceeds one thousand dollars.

2.9.3 Repairs Exceeding \$1,000. In those instances where the cost of restoration or replacement of trees exceeds one thousand dollars and the damage was not caused by the Contractor's employees, the Contractor shall have the right but not the obligation to submit to the Director a written cost estimate for repair of the damage. If the estimate is approved by the

Director, performance of the restoration or replacement by the Contractor shall be regarded as additional work and paid by the County in accordance with Section 1.4.3, less the amount of one thousand dollars.

2.10 HOURS OF WORK. Except as otherwise provided with respect to the application of chemicals, the Contract work shall be performed Monday through Friday, excluding Holidays, between the hours of 6:00 a.m. and 3:00 p.m. Any modification of hours must have the prior approval of the CA.

2.11 REQUIRED PEST CONTROL LICENSES AND REGISTRATION.

2.11.1 State Licenses. The Contractor or its employees shall have the following valid licenses issued by the State of California, and shall display them or provide copies as the CA requests:

- C-27 Landscape Contractor License or C-61 (D-49) Tree Service License;
- Agricultural Pest Control Advisor License with categories D and E certification;
- Qualified Applicator's License with category B or higher certification.

2.11.2 Registration. The Contractor shall be registered with the Los Angeles County Agricultural Commission.

2.11.3 Business License. Contractor shall have a valid California Pest Control Business License.

2.12 USE OF CHEMICALS.

2.12.1 Employees Using Chemicals to be Licensed. All Contract work involving the use of chemicals shall be performed in compliance with all federal, state and local laws and will be performed by a Qualified Applicator under the direction of a licensed Pest Control Advisor (PCA).

2.12.2 CA to Approve Use of Chemicals. A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet shall be submitted to the CA two weeks prior to application. No work shall begin until written

approval of use is obtained from the CA. Use or application of chemicals includes:

- Fertilization.
- Turf renovation or reseeding.
- Use of pesticides and herbicides.
- Micro-nutrients and soil amendments.
- Spraying of trees, shrubs or turf.
- Other items as determined by the Director.

2.12.3 Contractor to Record Chemical Use.

Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with monthly billing as provided in Section 2.5.4. A copy of the PCA's recommendation for each application (site specific) shall be provided to the CA and applicator prior to each application. This requirement shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

2.12.4 Contractor to Furnish Permit for Chemicals.

Prior to application, all chemicals used must be approved and registered with the County Agricultural Commissioner and a permit obtained for their application. The CA shall be given a copy of each permit obtained.

2.12.5 Contractor to Observe Chemical Regulations.

The Contractor shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

2.12.6 Time to Use Chemicals.

Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry the material being applied beyond the boundaries of the area being treated.

2.12.7 No Chemicals in County Storage.

The Contractor shall not store chemicals in the storage areas that are furnished by the County.

2.12.8 Material Safety Data Sheets (MSDS).

Contractor shall maintain on-site MSDS Reports

and shall provide the CA with copies before any chemical application is performed.

2.13 DEPARTMENTAL MARKETING AND ADVERTISING PROGRAM.

2.13.1 Contractor to Cooperate in Advertising Programs. The Contractor agrees to cooperate in any advertising program approved by the Director requiring the display of a logo, slogan, or advertisement on the equipment, uniforms and structures within the public grounds, landscaping and park restrooms.

2.13.2 No Advertising by Contractor Without Approval. The Contractor shall not place any other advertising on the uniforms, equipment or structures without the prior written approval of the Director.

2.13.3 County May Advertise on Contractor's Uniforms and Equipment. The County reserves the right at its own cost to advertise the goods and services of its Departmental sponsors on the equipment and uniforms.

2.14 OPERATIONS IN TRAFFIC

2.14.1 Traffic to be Unimpeded. Unless otherwise authorized by the CA, traffic shall be permitted to pass through the work site without interruption or delay and the Contractor shall conduct its operations within the roadway parking lanes and parkway areas.

2.14.2 Traffic Shifting to be Safe. Shifting of traffic from one lane to another shall be performed in such a manner that traffic may move smoothly without any sudden changes from one lane to another according the requirements of the current MANUAL OF TRAFFIC CONTROLS – For Construction and Maintenance Work Zones, issued by the State of California, Department of Transportation and Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, Phone (213) 202-7775.

2.14.3 Multi-Lane Procedures. On multi-lane streets, all procedures for lane closures, as well as all barricades, signs, lights, and other safety devices required, shall conform to the requirements of the current MANUAL OF TRAFFIC CONTROLS – For Construction and Maintenance Work Zones, issued by the State of

California, Department of Transportation and Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, Phone (213) 202-7775.

2.14.4 Other Street Procedures. On all other streets, all procedures for lane closure, as well as barricades, signs, lights, and other safety devices required, shall conform to the requirements of the current Work Area Traffic Control Handbook prepared by the Uniform Practices and Utility Coordination Committee of the Southern California Chapter of the American Public Works Association. This publication is also available from Building News, Inc.

2.14.5 Contractor Responsible for Safety Devices. The Contractor shall also be responsible for the installation and removal of all barricades, signs, lights, and other safety devices that may be required.

2.14.6 Permits. Contractor will secure all required permits from the Los Angeles County Public Works Department prior to servicing trees in traffic medians and shall bear the cost of any such permits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR TREE SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS.

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the county may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such

required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Agreement meet insurance requirements of this Agreement by either:

- (1) Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or
- (2) Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.
The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:
\$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits as required by the Labor Code of the State of California or by any other state, for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION.

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds

appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver or a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to

comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be subject to termination. If the Contract is terminated, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall not be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from

causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law, or under the

Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall

include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the expressed written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any

subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the

Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's

ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

3.32.2.2 For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is

providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

3.32.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care

benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.32.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.32.6 Notifications to Employees. Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's

Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

3.32.7 Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring

report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County

may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) **Termination.** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.8 Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

3.32.10 Contractor Retaliation Prohibited. Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.11 Contractor Standards. During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County,

Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board

3.33.7 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Contractor shall use recycled-content paper to maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury

Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT.

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

TruGreen Landcare L.L.C., a California
General Partnership

By David J. Rouns

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors

By _____
Deputy

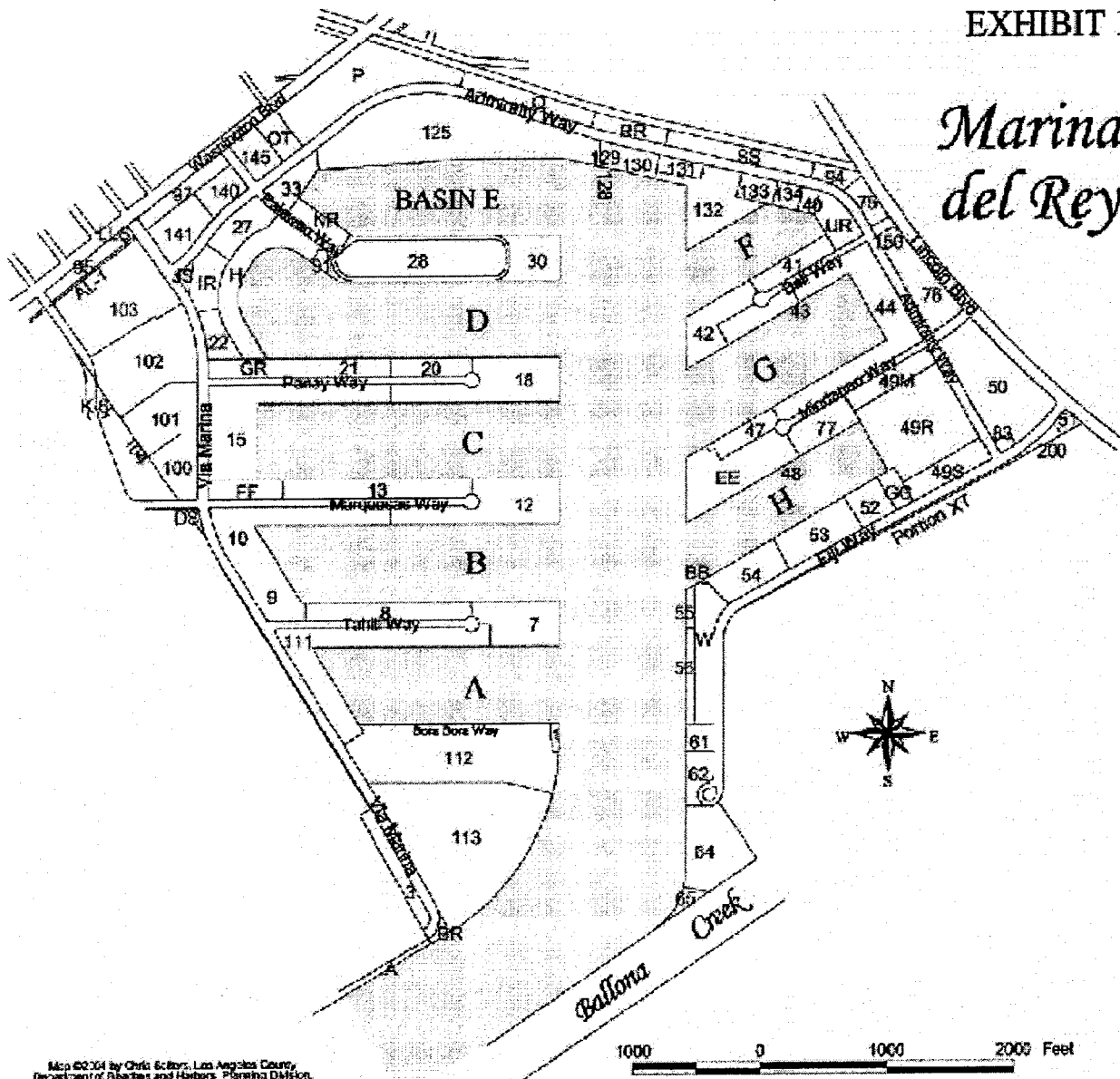
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

EXHIBIT 1

Marina del Rey



Map 62364 by Chris S. Lott, Los Angeles County Department of Beaches and Harbors, Planning Division.

EXHIBIT 2
SCHEDULE OF TREE SERVICE DUTIES

- 1 FERTILIZATION.** Fertilize all trees utilizing ratios and mixtures recommended by the CA. The maximum number of applications shall be no more than three times per year, during March, May and September.
- 2 TREE MAINTENANCE SCHEDULES.** All trees shall be trimmed, shaped, thinned, and topped as follows:

2.1.1 General Tree Maintenance Schedule - October to December

TREE TYPE	QUANTITY	FREQUENCY
Coral Tree	143	1 yr.
Eucalyptus	236	1 yr.
Carrotwood	10	1 yr.
Elm Tree	4	1 yr.
Palm Tree	364	1 yr.
Rusty Leaf Fig	174	1 yr.
Melaleuca	395	1 yr.
Brazilian Pepper	46	1 yr.
Bottle Brush	72	1 yr.
Podocarpus	10	1 yr.
Myoporum	74	1 yr.
California Pepper	10	1 yr.
Acacia	2	1 yr.
Sweet Shade	3	1 yr.
Evergreen Pear	23	1 yr.
NZ Christmas Tree	174	1 yr.
Juniper	87	1 yr.
Pine Tree	79	1 yr.
Catalina Ironwood	16	1 yr.
TOTAL	1,922	

- 2.1.2 Tree Maintenance Schedule – Flood Control Basin.** The following trees inside the Flood Control Basin shall be trimmed, shaped and topped every year during October through December:

TREE TYPE	QUANTITY
Myoporum	653
Palms	15
Melaleuca	58
Indian Laurel Fig	3
Primrose	1
Brazilian Pepper	2
Sycamore	1
California Pepper	4
Pine	16
Eucalyptus	18
Texas Privet	1
Loquat	1
TOTAL	773

3 GENERAL PRUNING SPECIFICATIONS

- 3.1 Special emphasis shall be placed on public safety during pruning operations, particularly when the operation is adjacent to roadways, sidewalks and in parks.**
- 3.1.1** All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- 3.1.2** Tree pruning shall be performed with the intent of developing structurally sound trees that have a symmetrical appearance and proper vertical and horizontal clearances from the ground, walks and roads.
- 3.1.3** Trees shall be pruned for vertical and horizontal clearance. Maintain trees to provide for an eight (8) foot clearance above the ground for all branches within the landscaped areas and a seventeen (17) foot clearance for branches overhanging the curb line into the paved section of roadways. Remove all new growth on trees to the vertical clearances.
- 3.1.4** Trim trees designated by CA to maintain topiary work.
- 3.1.5** Remove all dead trees with a trunk diameter of three (3) inches or less measured six (6) inches above the ground.

- 3.1.6 Trees shall be inspected for structural weaknesses such as split crotch or limbs that are diseased, decayed or damaged, and any such conditions shall be reported to the CA within twenty-four (24) hours of discovery.
- 3.1.7 Remove all dead, diseased, unsightly and broken branches from trees, and prune as necessary to maintain a neat and uniform appearance. All dead and damaged branches and limbs shall be immediately removed at the point of breaking.
- 3.1.8 All cut limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs, turf and ground cover.
- 3.1.9 Trim, shape, thin and top trees in accordance with tree maintenance schedules to prevent winter storm damage and to provide proper safe clearance for traffic and pedestrian walkways.
- 3.1.10 All trees shall be trimmed to prevent the encroachment on private property immediately.
- 3.1.11 All trees which are downed by either natural or unnatural causes shall be removed and disposed off site. All stumps shall be removed to 12 inches (12") below grade and wood chips removed and hold backfilled to grade.
- 3.1.12 All crossing or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 3.1.13 All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- 3.1.14 All trees shall be trimmed, topped, thinned-out and shaped to provide a symmetrical appearance typical of the species.
- 3.1.15 All suckers and sprouts shall be cut flush with the trunk or limb.
- 3.1.16 No stubs will be permitted.

4 ROOT PRUNING. Any portion of roots exposed at grade on lawn areas and adjacent to or overgrowing the curb/sidewalk shall be removed or root pruned. When a tree is to be root pruned, it should be topped, thinned-out and shaped to compensate for surface roots that were removed.

5 STAKING AND TYING

- 5.1.1 Replace all missing or damaged stakes where the tree diameter is less than three (3) inches.
- 5.1.2 Stake trees that have damaged and require a stake for support.

- 5.1.3 Stake new trees or recently planted trees that have not previously been staked.
- 5.1.4 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement or new staking shall be completed within two (2) days.
- 5.1.5 Plant ties shall be checked and retied to prevent girdling. When the plant is established, the stake and tie shall be removed.
- 5.1.6 Stakes shall not be placed closer than eight (8) inches from the bank.
- 5.1.7 If any wires are used for tying a tree, there shall be three (3) such ties and they shall be placed inside PVC pipe for visibility.
- 5.1.8 A hose tie should allow for a minimum of three (3) inches additional clearance beyond the diameter of the branch or trunk being secured.
- 5.1.9 Two (2) stakes of pentachlorophenol treated lodge pole pine not less than eight (8) feet in length shall be used for five (5) gallon size trees, and two (2) stakes of the same type of treated wood not less than ten (10) feet shall be used for fifteen (15) gallon trees.
- 5.1.10 Guy wires shall be inflexible common grade soft lay galvanized cable.
- 5.1.11 Hose for covering wire shall be either new or used garden hose that is at least one-half inch in diameter.

6 REQUIRED PRUNING TECHNIQUES

- 6.1 The initial step of pruning shall be the removal of all deadwood and weak, diseased, and insect infested and damaged limbs.
- 6.2 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of this "collar." If a tree does not produce this characteristic collar, then make the fresh cut flush to the limb where it is growing.
- 6.3 All limbs with a diameter of one and one-half inches or greater shall be undercut to prevent splitting.
- 6.4.1 All cuts exceeding one-half inch shall be treated with an appropriate tree heal compound.

7 TRIMMING METHODS FOR PALM TREES

- 7.1.1** All dead frond sheaths, fruit clusters and other vegetation, including ivy, shall be removed from the trunks of all palms.
- 7.1.2** All dead fronds, and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance from the base to approximately eighteen (18) inches from the green fronds at the top of the tree. Precautions shall be taken so that no live fronds are partially cut and left hanging.
- 7.1.3** Only the full green fronds shall remain at the crown of the palm.
- 7.1.4** Palms with trunks of eight (8) feet or less and all dead and undesirable fronds must be trimmed close to the trunk.

8 DISPOSAL OF WOOD CHIPS, TREE LIMBS AND PRUNING DEBRIS

- 8.1.1** Contractor shall not leave piles of wood chips, tree limbs or pruning debris anywhere within the Marina del Rey grounds.
- 8.1.2** Contractor may dispose of wood chips in various medians or designated areas within Marina del Rey only upon receiving the CA's prior approval. Wood chips shall be spread evenly throughout the approved area.
- 8.1.3** Contractor shall not bring wood chips or debris from any offsite area whatever into the Marina del Rey grounds.
- 8.1.4** All trimmings and debris shall be removed and disposed of off site daily.

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY CHART

Key to column headings:

- 1: Contract Section reference
- 2: Task and performance standard
- 3: Allowable deviation from performance standard
- 4: Liquidated damages per incident for deviation from minimum standard

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
1.48	Invoice Procedure	Submit 2 copies of invoice for all work during preceding month on or before 15 th .	None	\$100
2.1.3	Contractor's Office	Maintain office within County, staffed during business hours and with telephone answering when office is closed.	None	\$100 per day
2.1.3	Contractor's Office	Lists phone number in specified directories.	None	\$100
2.1.4	Communication With Department	Maintains communication systems that enable Department to contact contractor at all times; return calls within one-half hour.	None	\$100
2.1.6	No Vehicle Access on Bike Path	Does not drive vehicles on bike path.	None	\$100
2.3.2	Contractor's Representative	Provides full-time representative	None	\$100
2.3.2	Contractor's Representative	Contractor's Representative attends performance evaluation meetings.	None	\$100
2.3.3	Supervisor	Provides English-speaking supervisor with no less than 2 years' experience.	None	\$100
2.4.2	Scheduled Services	Performs each task listed in Exhibit 2 at specified time.	Not more than one item on checklist per week	\$100
2.4.5	Contractor to Avoid Obstruction and Noise	Avoids unnecessary obstruction, inconvenience to traffic or noise.	None	\$100
2.5.1	Contractor to Furnish Employee Driving Records	Provides DMV printout for each driver every six months.	None	\$100
2.5.2	Daily Work Log	Maintains daily log, reporting all required items.	None	\$100
2.5.3	Contractor to Make Monthly Work Report.	Submits report with all specified information with monthly invoice.	None	\$100
2.5.4	Contractor to Make Monthly Fertilizer, Seed and Chemical Report	Submits report with all specified information with monthly invoice.	None	\$100
2.5.5	Complaint Log	Maintains log of all complaints with all specified information	None	\$100
2.5.5	Complaint Log	Resolves and submits copies of written complaints to CA within 5 working days.	None	\$100

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
2.5.6	Reporting Injury, Theft, Damage or Vandalism	Reports injury, theft, damage, vandalism and other incidents within 24 hours using proper form.	None	\$100
2.5.7	Reporting Emergency Repairs	Reports condition requiring emergency repairs immediately to CA.	None	\$100 per day
2.5.8	Living Wage Program Compliance	Complies with Living Wage Program.	None	As provided in Sec. 3.32
2.6.2	Keys and Gate Cards	Reports lost or stolen keys within 24 hours.	None	\$100
2.6.2.1	Keys and Gate Cards	Returns all keys and gate cards upon contract termination.	All keys and gate cards must be returned within 5 days from termination.	\$100
2.7.1	Contractor to Furnish Supplies and Equipment	Provides all necessary supplies and equipment.	None	\$100
2.7.2	Uniforms	Employees always in clean uniform approved by County.	None	\$100
2.7.3	Photo I.D.	Employees wear approved photo I.D. cards.	None	\$100
2.7.4	Vehicles	Vehicles in good, safe condition	None	\$100
2.7.4	Vehicles	Each vehicle carries identifying sign approved by CA.	None	\$100
2.7.4	Vehicles	All vehicles are registered to Contractor.	None	\$100
2.7.4	Vehicles	Vehicles are not driven by unlicensed employees.	None	\$100
2.7.5	Required Vehicles	Provides specified vehicles	None	\$100 per day
2.7.6	Aerial Equipment	Aerial equipment complies with state and federal regulations.	None	\$100 per day
2.7.6	Aerial Equipment	Aerial tower certificates carried on vehicle.	None	\$100
2.7.7	Other Equipment	Furnishes all specified equipment in good repair.	None	\$100 per day
2.10	Hours of Work	Contract work is performed between 6:00 a.m. and 3:00 p.m.	None	\$100
2.11.1	State Licenses	Has and maintains valid landscape contractor's license, agricultural pest control license, applicator's license and specified certifications.	None	\$100
2.11.2	Registration	Is registered with L.A. County Agricultural Commission.	None	\$100
2.11.3	Business License	Has valid business license	None	\$100
2.12.1	Employees Using Chemicals to be Licensed	Chemicals used in accordance with law only by licensed Qualified Applicator under directions of licensed Pest Control Advisor.	None	\$100

1. CONTRACT SECTION		2. PERFORMANCE STANDARD	3. ALLOWABLE DEVIATION	4. LIQUIDATED DAMAGES
2.12.2	CA to Approve Use of Chemicals	Use chemicals, fertilizers only when approved in writing by the CA.	None	\$100
2.12.3	Contractor to Record Chemical Use	Keeps specified records of chemical applications and reports chemical use with monthly billing.	None	\$100
2.12.4	Contractor to Furnish Permit for Chemicals	Obtains County permit prior to chemical application.	None	\$100
2.12.6	Time to Use Chemicals	Applies chemicals only between 5:00 a.m. and 8:00 a.m. weekdays and does not apply in windy conditions.	None	\$100
2.12.7	No Chemicals in County Storage	Does not store chemicals in County-furnished storage areas.	None	\$100
3.32.2	Payment of Living Wage Rates	Contractor pays living wage and provides benefits as required by ordinance.	None	\$50 per employee per day
3.32.2	Payment of Living Wage Rates	Contractor notifies County immediately of changes in exempt status.	None	\$50 per employee per day
3.32.3	Contractor's Submittal of Certified Monitoring Reports	Submits Certified Monitoring Reports as directed by CA.	None	\$100 per report per day
3.32.5	Notifications to Employees	Places living wage posters at each work location and place of business.	None	\$50 per day
3.32.5	Notifications to Employees	Distributes County-provided living wage notices to employees at least annually	None	\$50 per employee
3.32.7	Use of Full-time Employees	Does not use other than full-time employees without County's written consent.	None	\$50 per employee per day or partial day worked

CONTRACT DISCREPANCY REPORT

EXHIBIT 4

Park Areas	A	BR	DS	EE	JS	HS	P	RR	49S	SS
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
2 Mechanical edging weekly M-F groundcover, grass										
3 Chem. edging/detailing 18" around trunks, shrubs										
4 12" around turf boundaries										
5 6" detailing sprinkler heads, valveboxes, signs										
6 Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash										
7 Empty trash receptacles (EE, SS, RR, Q, 49S)										
8 Weeding/Raking - remove weeds/leaves										
9 Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
10 Trees - 18 ft. clearance over curb										
11 Trees - 8 ft. clearance over landscaping										
12 Trees - paint wounds of one inch or over										
13 Trees - remove dead/broken branches from trees/shrubs										
14 Flower beds -maintain healthy plants, replace dead										
15 Annual beds to be planted (4" size, 6" apart) to maintain color										
16 Mulch beds before planting										
17 Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays										
18 Test/repair system components										
19 Adjust system to ensure proper watering										
20 Limit use of water during inclement weather										
21 Sweeping/washing, clean walkways, patios, etc. weekly										
22 Report hazards on walkways/patios to CA within 24 hours										
23 Seasonal tasks- Oct. & Nov. prune & trim trees										
24 Root pruning/Sucker growth										
25 Stake & tie trees										
26 Guy wire inside PVC pipe										
27 Renovation/vertical mowing										
28 Reseeding/restoration of bare areas										
29 Disease/insect control / white fly infestation-Hibiscus										
30 Plant materials, size & quality										
31 Aerification - 3 times per year										
32 Fertilizer application in March, May & Sept.										
33 Other										

- / Denotes Deficiency
- * Circle Deficiency whwn referenced in notes.
- X Deficiency Corrected

Notes: _____

Inspector: _____ Date of Inspection: _____

Inspector: _____ Date of Re-inspection: _____

Received By: _____
 Date: _____ Date All Deficiencies Corrected: _____

CONTRACT DISCREPANCY REPORT

Sign Directories	LLS	51S	50T	83S	150						
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other											
2 Mechanical edging weekly M-F groundcover, grass											
3 Chem. edging/detailing 18" around trunks, shrubs											
4 12" around turf boundaries											
5 6" detailing sprinkler heads, valveboxes, signs											
Litter/Trash removal by 9 a.m. daily-removal unauthorized											
6 signs & trash											
7 Empty trash receptacles (EE, SS, RR, Q, 49S)											
8 Weeding/Raking - remove weeds/leaves											
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.											
9											
10 Trees - 18 ft. clearance over curb											
11 Trees - 8 ft. clearance over landscaping											
12 Trees - paint wounds of one inch or over											
13 Trees - remove dead/broken branches from trees/shrubs											
14 Flower beds -maintain healthy plants, replace dead											
Annual beds to be planted (4" size, 6" apart) to maintain color											
15											
16 Mulch beds before planting											
Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays											
17											
18 Test/repair system components											
19 Adjust system to ensure proper watering											
20 Limit use of water during inclement weather											
21 Sweeping/washing, clean walkways, patios, etc. weekly											
22 Report hazards on walkways/patios to CA within 24 hours											
23 Seasonal tasks- Oct. & Nov. prune & trim trees											
24 Root pruning											
25 Stake & tie trees											
26 Guy wire inside PVC pipe											
27 Renovation/vertical mowing											
28 Reseeding/restoration of bare areas											
29 Disease/insect control											
30 Plant materials, size & quality											
31 Aerification - 3 times per year											
32 Fertilizer application in March, May & Sept.											
33 Other											

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Inspector: _____ Date of Inspection: _____

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CONTRACT DISCREPANCY REPORT

Median Strips	VIA MARINA	ADMIRALTY WAY	FLI WAY	MINDANAO WAY	BALI WAY	PALAWAN WAY	PANAY WAY	MARQUEZA WAY	TANTU WAY	Skinner Line / XT
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
2 Mechanical edging weekly M-F groundcover, grass										
3 Chem. edging/detailing 18" around trunks, shrubs										
4 12" around turf boundaries										
5 6" detailing sprinkler heads, valveboxes, signs										
Litter/Trash removal by 9 a.m. daily-removal										
6 unauthorized signs & trash										
7 Empty trash receptacles (EE, SS, RR, Q, 49S)										
8 Weeding/Raking - remove weeds/leaves										
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
9										
10 Trees - 18 ft. clearance over curb										
11 Trees - 8 ft. clearance over landscaping										
12 Trees - paint wounds of one inch or over										
Trees - remove dead/broken branches from										
13 trees/shrubs										
14 Flower beds -maintain healthy plants, replace dead										
Annual beds to be planted (4" size, 6" apart) to maintain color										
15										
16 Mulch beds before planting										
Watering & irrigation system maintenance between 2:30-										
17 6:00 a.m., weekdays										
18 Test/repair system components										
19 Adjust system to ensure proper watering										
20 Limit use of water during inclement weather										
21 Sweeping/washing, clean walkways, patios, etc. weekly										
Report hazards on walkways/patios to CA within 24										
22 hours										
23 Seasonal tasks- Oct. & Nov. prune & trim trees										
24 Root pruning										
25 Stake & tie trees										
26 Guy wire inside PVC pipe										
27 Renovation/vertical mowing										
28 Reseeding/restoration of bare areas										
29 Disease/insect control										
30 Plant materials, size & quality										
31 Aerification - 3 times per year										
32 Fertilizer application in March, May & Sept.										
33 Other										

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Notes:

Inspector:

Date of Inspection:

Inspector:

Date of Re-inspection:

Received By:

Date:

Date All Deficiencies Corrected:

CONTRACT DISCREPANCY REPORT

Parking Lot Areas	FF	GR	IR	N	OT	Q	UR	3S	49R	91S
Mowing weekly M-F 1/2" Bermuda, 2 1/2 other										
Mechanical edging weekly M-F groundcover, grass										
Chem. edging/detailing 18" around trunks, shrubs										
12" around turf boundaries										
6" detailing sprinkler heads, valveboxes, signs										
Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash										
Empty trash receptacles (EE, SS, RR, Q, 49S)										
Weeding/Raking - remove weeds/leaves										
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.										
Trees - 18 ft. clearance over curb										
Trees - 8 ft. clearance over landscaping										
Trees - paint wounds of one inch or over										
Trees - remove dead/broken branches from trees/shrubs										
Flower beds -maintain healthy plants, replace dead										
Annual beds to be planted (4" size, 6" apart) to maintain color										
Mulch beds before planting										
Watering & irrigation system maintenance between 2:30-6:00 a.m., weekdays										
Test/repair system components										
Adjust system to ensure proper watering										
Limit use of water during inclement weather										
Sweeping/washing, clean walkways, patios, etc. weekly										
Report hazards on walkways/patios to CA within 24 hours										
Seasonal tasks- Oct. & Nov. prune & trim trees										
Root pruning										
Stake & tie trees										
Guy wire inside PVC pipe										
Renovation/vertical mowing										
Reseeding/restoration of bare areas										
Disease/insect control										
Plant materials, size & quality										
Aerification - 3 times per year										
Fertilizer application in March, May & Sept.										
Other										

/ Denotes Deficiency

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Notes: _____

Inspector: _____ Date of Inspection: _____

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Date: _____ Date All Deficiencies Corrected: _____

CONTRACT DISCREPANCY REPORT

Parking Lot Areas		A	W	49M	49S	83S							
1	Mowing weekly M-F 1/2" Bermuda, 2 1/2 other												
2	Mechanical edging weekly M-F groundcover, grass												
3	Chem. edging/detailing 18" around trunks, shrubs												
4	12" around turf boundaries												
5	6" detailing sprinkler heads, valveboxes, signs												
6	Litter/Trash removal by 9 a.m. daily-removal unauthorized signs & trash												
7	Empty trash receptacles (EE, SS, RR, Q, 49S)												
8	Weeding/Raking - remove weeds/leaves												
9	Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.												
10	Trees - 18 ft. clearance over curb												
11	Trees - 8 ft. clearance over landscaping												
12	Trees - paint wounds of one inch or over												
13	Trees - remove dead/broken branches from trees/shrubs												
14	Flower beds -maintain healthy plants, replace dead												
15	Annual beds to be planted (4" size, 6" apart) to maintain color												
16	Mulch beds before planting												
17	6:00 a.m., weekdays												
18	Test/repair system components												
19	Adjust system to ensure proper watering												
20	Limit use of water during inclement weather												
21	Sweeping/washing, clean walkways, patios, etc. weekly												
22	Report hazards on walkways/patios to CA within 24 hours												
23	Seasonal tasks- Oct. & Nov. prune & trim trees												
24	Root pruning												
25	Stake & tie trees												
26	Guy wire inside PVC pipe												
27	Renovation/vertical mowing												
28	Reseeding/restoration of bare areas												
29	Disease/insect control												
30	Plant materials, size & quality												
31	Aerification - 3 times per year												
32	Fertilizer application in March, May & Sept.												
33	Other												

/ Denotes Deficiency

* Circle Deficiency if referenced in notes.

X Deficiency Corrected

Notes: _____

Inspector: _____

Date of Inspection: _____

Inspector: _____

Date of Re-inspection: _____

Received By: _____

Date: _____

Date All Deficiencies Corrected: _____

CONTRACT DISCREPANCY REPORT

Administration Facilities	GG	40T	62	49M	K6	150						
1 Mowing weekly M-F 1/2" Bermuda, 2 1/2 other												
2 Mechanical edging weekly M-F groundcover, grass												
3 Chem. edging/detailing 18" around trunks, shrubs												
4 12" around turf boundaries												
5 6" detailing sprinkler heads, valveboxes, signs												
Litter/Trash removal by 9 a.m. daily-removal unauthorized												
6 signs & trash												
7 Empty trash receptacles (EE, SS, RR, Q, 49S)												
8 Weeding/Raking - remove weeds/leaves												
Pruning/trimming - prune plants to ensure neat appearance, safe vehicular/pedestrian access, visibility and clearance.												
9												
10 Trees - 18 ft. clearance over curb												
11 Trees - 8 ft. clearance over landscaping												
12 Trees - paint wounds of one inch or over												
13 Trees - remove dead/broken branches from trees/shrubs												
14 Flower beds -maintain healthy plants, replace dead												
Annual beds to be planted (4" size, 6" apart) to maintain color												
15												
16 Mulch beds before planting												
17 6:00 a.m., weekdays												
18 Test/repair system components												
19 Adjust system to ensure proper watering												
20 Limit use of water during inclement weather												
21 Sweeping/washing, clean walkways, patios, etc. weekly												
22 Report hazards on walkways/patios to CA within 24 hours												
23 Seasonal tasks- Oct. & Nov. prune & trim trees												
24 Root pruning												
25 Stake & tie trees												
26 Guy wire inside PVC pipe												
27 Renovation/vertical mowing												
28 Reseeding/restoration of bare areas												
29 Disease/insect control/GOPHERS												
30 January: prune roses												
31 Plant materials, size & quality												
32 Aerification - 3 times per year												
33 Fertilizer application in March, May & Sept.												
34 Other												

/ Denotes Deficiency

* Circle Deficiency if referenced in notes.

X Deficiency Corrected

Notes: _____

Inspector: _____

Date of Inspection: _____

Inspector: _____

Date of Re-inspection: _____

Received By: _____

Date: _____

Date All Deficiencies Corrected: _____

CONTRACT DISCREPANCY REPORT

[illegible]

/	Denotes Deficiency
*	Circle Deficiency if referenced in notes.
X	Deficiency Corrected

Inspector: _____

Inspector: _____

Received By: _____

Date: _____

Notes:

Date of Inspection: _____

Date of Re-inspection: _____

Date All Deficiencies Corrected:

EMERGENCY CONTACT TELEPHONE NUMBERS

_____,
District Manager

(310) 305-9555 (office)

Mark Spiro,
Maintenance Supervisor

(310) 350-2234 (cell)
(310) 305-9555 (office)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
----------------------	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor		Subcontractor o		Address: (Street, City, State, Zip)											
(2) Payroll No.:			(3) Work Location:			(4) From payroll period: ____/____/____ to payroll period: ____/____/____				(5) For Month Ending:					
(6) Department Name:					(7) Contract Service Description:					(8) Contract Name & Number:					
(9) Contractor Health Plan Name(s):										(10) Contractor Health Plan ID Number(s):					
(11) Employee Name, Address & Social Security Number			(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)	
				1	2	3	4	5							
1															
2															
3															
4															
5															
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.				Total (This											
				Grand Total											
Print Authorized Name:															

Authorized Signature: _____ Date: ____/____/____ Title: _____ Telephone Number (include area code) _____ Page: _____



COUNTY OF LOS ANGELES

NOTICE TO EMPLOYEES COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service for the County under this contract, you must be paid a "living wage."

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits OR \$9.46 per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns the contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE (888) 550-9243

NOTICE TO ALL EMPLOYEES

Working on County Contracts



The Board of Supervisors established the Living Wage Ordinance (Los Angeles County Code Chapter 2.201) and other information that may be of assistance to you.

Living Wage

If you are a full-time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits.

Or

\$9.46 per hour without health benefits

Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All Acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Federal Earned

Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns this contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

Employees that qualify are:

1. Employees who are full-time workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

888 550-WAGE

Or

888 550-9243

**Los Angeles County Code Chapter 2.201
LIVING WAGE PROGRAM**

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. Ord. 99-0048 § 1 (part), 1999.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. Ord. 99-0048 § 1 (part), 1999.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. Ord. 99-0048 § 1 (part), 1999.

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Ord. 99-0048 § 1 (part), 1999.

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. Ord. 99-0048 § 1 (part), 1999.

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. Ord. 99-0048 § 1 (part), 1999.

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. Ord. 99-0048 § 1 (part), 1999.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Ord. 99-0048 § 1 (part), 1999.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

FUG 400 (5/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.
If you or someone you know is considering giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABYSAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**REQUEST FOR PROPOSALS—MARINA DEL REY TREE SERVICE
OFFER TO PERFORM and PRICE PROPOSAL**

Proposer: Name TruGreen LandCare
 Address 1323 West 130th Street
Gardena, CA 90247
 Phone 310/719-1008 Fax 310/323-4780

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide tree services at the specified County facilities in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

N/A

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☐ corporation ☒ a California General partnership or joint venture
☐ limited liability company ☐ other:

State of organization: California Principal place of business: 1323 W 130th St
Gardena, CA

Out of state vendor's authorized agent for service of process in California:

Name N/A Address N/A Phone N/A

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

David G. Evans/Branch Mgr 310/719-1008

Name	Title	Phone	Name	Title	Phone
------	-------	-------	------	-------	-------

Dated: 11/18/04

Proposer's signature: David G. Evans

David G. Evans/Branch Mgr 310/719-1008
 Name Title Phone

FORM P-2 – PROPOSER'S WORK PLAN

1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)

Position	Name	Experience
Contractor's Representative:	David G. Evans Juan Limon	See resume' attached ISA Certified Tree Worker - 13 yrs as trimmer
Supervisors:	Onesimo Trujillo	8 yrs of tree trimming experience
Trimmer	Oscar Camacho	3 yrs of tree trimming experience
Trimmer	Maurice Hndz	2 yrs of tree trimming experience
Trimmer	Juan Vasquez	2 yrs of tree trimming experience
Others:		
Groundsman	Quirino Duarte	6.5 yrs in tree work experience
Groundsman	Miguel Lopez	1 yr in tree work experience
Groundsman	Ramon Solis	7 yrs in tree work experience

2. VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that you own or lease that you will use to perform the Contract work:

- 2 65' High Ranger Aerial Lifts
- 1 50' Asplundh Aerial Units with Dump
- 2 1600 Vermeer Stump Grinders
- 1 665B Vermeer Stump Grinder
- 1 Dosco Self Propelled Stump Grinder
- 2 16' Dump Chipper Box Trucks

3. OPERATIONAL PLAN. Describe your plan for scheduling workers, transporting them to the job sites, keeping them supplied and supervising them:

TruGreen LandCare will perform the contract work by assigning a Tree Crew Mgr to oversee the contracts' quality control. A Tree Crew Supervisor will also be assigned to oversee the daily work production and coordinate work activities to meet the Marina Del Rey areas special needs. A Tree Crew Manager will coordinate the crews daily tree trimming tasks and insure high quality ISA approved work. The key personnel on the crew will be equipped with either two way radios and/or cellular phones for immediate response to any emergency or special request needed during the contract term.

The tree trimming crew will consist of six crew members, one Tree Crew Supervisor and one Tree Crew Manager. This crew will be equipped with one Forestry unit with dump box, two high Ranger's Aerial trucks and one Chipper.

DAVID EVANS

636 8th Street, Manhattan Beach, CA 90266

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In ornamental Horticulture – June 1991
California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Operations Manager, TruGreen-LandCare--Branch #6126, Gardena, CA
November 1999 to Present
- Area Supervisor, Landscape West, Anaheim, CA
June 1990 to November 1999
- Intern, Landscape West, Anaheim, CA
June 1990-August 1990
 - Worked with Manhattan Beach maintenance crew
 - Assisted Pesticide Applicator
 - Work with tree trimming crews
 - Work with special project crew
 - Assisted both Area Supervisors and Operation Manager
- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
June 1988 to December 1989
 - Operated dump truck tree chipper and other heavy equipment
 - Trimmed trees, shrubs and other ornamentals
 - Removed large trees
- Nursery Man, International Garden Center, El Segundo, CA
October 1985 to August 1987
 - Sold plant material and garden supplies
 - Priced, stocked inventories and ordered merchandise
 - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
Served from 1983 to 1992

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE:

To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present

Branch Safety Training Coordinator at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02

Park Maintenance Supervisor at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02

Public Works Supervisor at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91

Pesticide Spray Specialist at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90

Field Manager / Quality Control at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

SKILLS

Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.

CERTIFICATES AND LICENSES

State of California Contractors License (B C61/D49 C27)

774548 expires 02/28/2006

State of California Pest Control Business License

03800 00004 expires 12/31/2005

State of California Agricultural Pest Control Advisor License

David G. Evans AA 04232 expires 12/31/2004

State of California Qualified Applicator License

David G. Evans QL 35859 expires 12/31/2004

Oscar E. Garcia QL 38752 expires 12/31/2004

Sergio Hernandez QL 38484 expires 12/31/2004

Certified Arborist

Oscar E. Garcia WE-3033A expires 06/30/2005

Sergio Hernandez WC-1091 expires 06/30/2005

ISA Certified Tree Worker

Juan Limon Perez - #656

Affiliations and Accreditations

International Society of Arboriculture

California Landscape Contractors Association

Street Tree Seminar

3 Year Graduate of Southwest Maintenance and Management School

Sergio Hernandez

Pesticide Handler and Field Worker Instructors Workshop

Sergio Hernandez

PROPOSER'S WORK PLAN (continued)

7. STAFFING PLAN

PROPOSER:

POSITION TITLE	EMPLOYEE	<input checked="" type="checkbox"/> FULL-TIME/ <input type="checkbox"/> HOURLY		<input checked="" type="checkbox"/> HEALTH INS.	HOURS OF WORK							WEEKLY HOURS	OTHER HOURS*
		<input checked="" type="checkbox"/> PART-TIME	RATE		MON	TUE	WED	THU	FRI	SAT	SUN		
supervisor	O. Trujillo	<input checked="" type="checkbox"/>	<input type="checkbox"/> 14.00	<input type="checkbox"/>	8	8	8	8	8			40	
trimmer	O. Camacho	<input checked="" type="checkbox"/>	<input type="checkbox"/> 13.00	<input type="checkbox"/>	8	8	8	8	8			40	
trimmer	M. Hernandez	<input checked="" type="checkbox"/>	<input type="checkbox"/> 10.50	<input type="checkbox"/>	8	8	8	8	8			40	
trimmer	J. Vasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9.46	<input type="checkbox"/>	8	8	8	8	8			40	
roundsman	Q. Duarte	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9.46	<input type="checkbox"/>	8	8	8	8	8			40	
roundsman	M. Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/> 9.46	<input type="checkbox"/>	8	8	8	8	8			40	
roundsman	R. Solis	<input checked="" type="checkbox"/>	<input type="checkbox"/> 11.00	<input type="checkbox"/>	8	8	8	8	8			40	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

Show full-time employees' hours worked at other locations, if necessary, to demonstrate 40-hour schedule.

8. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (above) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers will result in disqualification.

N/A

9. ADDITIONAL INFORMATION (Attach pages if necessary):

N/A

FORM P-3 – PROPOSER'S QUALITY CONTROL PLAN

1. Who will inspect the Contract Work and how often will each area be inspected?

Tree Crew Manager will inspect trees while crews are working on site.
Branch Manger will inspect trees on a monthly basis.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

Crew will be assigned the tasks as soon as deficiencies are reported by district or found by our staff to correct them and avoid their reoccurrence.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your company respond?

We will respond within 1 hour to any complaints and work on them until they are resolved to departments satisfaction.

4. How will you cover unexpected worker and supervisor absences?

TruGreen LandCare has 16 tree crew members who are all qualified to trim trees in Marina Del Rey. Additionally, TruGreen LandCare has several certified arborist who will be made available in case of Supervisor/Crew absences.

5. If you have a written Quality Control Plan, inspection plan or written procedures for your staff and supervisors, please attach them.

See attached Quality Control Plan

QUALITY CONTROL PLAN

TruGreen LandCare will conduct monthly inspections of the Marina del Rey trees to insure safety and proper growth of the trees. The Manager/Supervisor shall inspect trees on a weekly basis, while tree services are being performed. They will note any safety hazards or trees in need of trimming. The inspection will be followed up by the Branch Manager, who will inspect all trees on a monthly basis and a report with the findings and necessary corrective actions will be made. This inspection report will be submitted to the County Contract Administrator for review on a monthly basis and filed at our main office.

BUSINESS AND FINANCIAL SUMMARY

List all of the governmental agencies and private institutions for which your firm has performed significant tree services contracts during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
10/1994	12/ Present	City of Manhattan Beach	3621 Bell Ave Manhattan Beach	Juan Price	310/802-5310	Landscape Maintenance / Tree Services
08/1991	Present	City of Huntington Beach	P.O. Box 190 Huntington Beach	Randy Menzel	714/375-5504	Landscape Maintenance / Tree Services
01/1996	Present	City of Bell Gardens	8327 S Garfield Bell Gardens	Mike Sather	562/806-7780	Landscape Maintenance / Tree Services
09/1979	Present	City of Huntington Park	6900 Bissell St Huntington Park	Andy Ramirez	323/584-6214	Landscape Maintenance / Tree Services
08/2000	Present	El Segundo Unified School	641 Sheldon St El Segundo	Jill Combs	Ext. 217 310/615-2650	Landscape Maintenance / Tree Services
03/1983	Present	Marina Del Rey Beaches & Harbors	13837 Fiji Way Marina Del Rey	Wayne Schumaker	310/577-5742	Landscape Maintenance / Tree Services
09/1995	Present	City of Hermosa Beach	1315 Valley Drive Hermosa Beach	Ellsworth Freeman	310/318-0261	Landscape Maintenance / Tree Services
10/1993	Present	City of South Gate	8650 California South Gate	David Torres	323/563-5790	Landscape Maintenance / Tree Services

Add additional pages if necessary to list all experience with Government Agencies.

5. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
AY Nursery	Post Office Box 2025 South Gate, CA 90280	Vendor/Supplier	Hugo	562/904-6426
MB Nursery	20300 S Figueroa Carson, CA 90745	Vendor/Supplier	Cynthia	310/527-7750
United Green Mark, Inc	Post Office Box 6190 Novato, CA 94948	Vendor/Supplier	Mike Romero	949/250-9735

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

See Attached

7. FINANCIAL STATEMENT. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2003. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

See Attached

8. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

- ☒ has not found the Proposer responsible for any labor, wage, or payroll violations
- ☐ has found the proposer responsible for the following violation(s):

9. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the past three years, a public entity

- ☒ has not debarred the Proposer from any contract.
- ☐ has debarred the proposer from contracting for the following reason(s):

9. ADDITIONAL INFORMATION (Attach additional pages if necessary):

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer TruGreen LandCare, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

David G. Evans

Name

Signature

Branch Manager

Title

11/18/04

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: TruGreen LandCare

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.**General**

Business Structure: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): **262**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			14	1	242	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			1	1		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.**NO NATURAL PERSON OWNS 5% OR MORE**

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

N/A

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name

David G. Evans

Authorized Signature

David G. Evans

Title

Branch Manager

Date

11/18/04



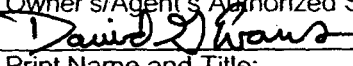
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

FORM P-7

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: TruGreen LandCare	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Gardena, CA 90247	Print Name and Title: David G. Evans

Public Entity Name:	Date of Incident:	
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of _____ pages.

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): Cigna HealthCare

Company Insurance Group Number: 3203224

Health Benefit(s) Payment Schedule:

☒ Monthly

Quarterly

Bi-Annual

Annually

Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:

TruGreen LandCare

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

David G. Evans

DATE: **11/18/04**

PLEASE PRINT NAME: **David G. Evans**

TITLE OR POSITION **Branch Manager**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: TruGreen LandCare			
Company Address: 1323 West 130th Street			
City: Gardena	State: CA	Zip Code: 90247	
Telephone Number: 310/719-1008			
Solicitation For (Type of Services): Tree Trimming			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

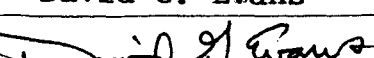
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: 	Date: 11/18/04